

TALK AMERICA INC.
DBA CAVALIER TELEPHONE
DBA CAVALIER BUSINESS COMMUNICATIONS
DBA CAVALIER TELEPHONE AND TV

EXHIBIT B

PROPOSED REPLACEMENT TARIFF

LOCAL AND LONG DISTANCE SERVICES COMBINED

This Tariff PUCO Tariff No. 4, Issued by Talk America Inc. d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications and d/b/a Cavalier Telephone and TV Cancels and Replaces in their Entireties PUCO Tariff No. 1 and PUCO Tariff No. 2.

RATES, TERMS AND CONDITIONS
RELATING TO THE PROVISION OF
LOCAL AND LONG DISTANCE SERVICES
IN THE STATE OF OHIO

BY

TALK AMERICA INC.

d/b/a Cavalier Telephone
d/b/a Cavalier Business Communications
d/b/a Cavalier Telephone and TV

90-5752-TP-TRF

This Tariff describes the Company's Regulated Local and Long Distance Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at www.cavtel.com.

CHECK SHEET

The Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

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21	Original	*	51	Original	*	80	Original	*
22	Original	*	52	Original	*	81	Original	*
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APPLICATION OF TARIFF

This tariff filed by the Company describes the Regulated Local and Long Distance Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at www.cavtel.com

Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

EXPLANATION OF SYMBOLS

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

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- 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 or regulation.

SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

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

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is to allow for billing of toll calls.

Billed to Calling Card: When user dials 0+ number and tells operator he or she wished to charge the call to their calling card instead of charging the call to the number they are calling from.

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

Collect: It is reverse-charging of an operator assisted call.

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company - Talk America Inc. d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications and also d/b/a Cavalier Telephone and TV, the issuer of this tariff.

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

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

SECTION 1.0 - DEFINITIONS, (Cont'd.)

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

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

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

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

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

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Telcordia.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engaged in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

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.

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

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

IXC or Interexchange Carrier: A long distance telecommunications services provider.

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

SECTION 1.0 - DEFINITIONS, (Cont'd.)

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

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence ("MPOP"): The main telephone closet in the Customer's building.

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

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

Non-Proprietary Calling Card: Refers to a calling card or travel card which can be billed by any carrier and used on any network, such as an Ameritech card issued in conjunction with local services; as opposed to a card issued by an IXC which can only be used on that carrier's network and billed by that carrier.

Nonrecurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

"NPA": Numbering plan area or area code.

Off-Net: Customers or locations where the Company provides local service using the incumbent local exchange company's switching facilities via Unbundled Network Element Combinations or resale.

On-Net: Customers or locations within the Company's collocation footprint where the Company provides local service using its own switching facilities or switching facilities leased from a third-party other than the incumbent local exchange company's.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Operator Services: Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Services.

SECTION 1.0 - DEFINITIONS, (Cont'd.)

Other Telephone Company: An Exchange Telephone Company, other than the Company.

PBX: Private Branch Exchange

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, called station, or a designated third-party station.

Point of Presence ("POP"): Point of Presence

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

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

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

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

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls: Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

SECTION 1.0 - DEFINITIONS, (Cont'd.)

Third Number Billing: Calls where the person originating the call specifies to a telephone company operator to bill the call to an authorized station, as determined by the Telephone Company, other than the station originating the call, or the station where the call is terminated.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Time Charges: As an add-on service to the operator, time and charges for the call will be provided to the caller when the called party disconnects.

Traditional Operator Services: Traditional Operator Services are those services provided by the carrier in which the end user has a Customer relationship with the carrier, contracts with the Customer/end user to provide the services, and the Customer/end user pays for the actual processing of the operator assisted calls.

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

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, Joint User, or any other person authorize by a Customer to use service provided under this tariff.

Zero Negative ("0-"): The Customer dials only "0" and all additional network functions are performed by the operator.

Zero Plus Mechanized ("0+"): Operator assistance utilizing a machine instead of a live operator. Interaction requires the caller to use a touch tone telephone.

Zero Plus Time Out ("0+"): A "0+" mechanized feature that allows people without a touch tone telephone to revert to a live operator.

SECTION 2.0 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Ohio, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

The Company is subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

2.1.2 Shortage of Equipment or Facilities

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

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.
- F. Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
 - 1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code; or (c) common carriers or warehousemen, except as contracted by the Company;
 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control (or beyond the control of its underlying carrier(s)) including acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. 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 or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- H. No third party provider or their directors, officers or employees that are directly or indirectly associated with the Company's performance of our services shall be liable to the Customer for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages arising out of a service failure.
- I. Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

2.1.5 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.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. The through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2. The reception of signals by Customer-provided equipment; or
 - 3. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

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

Issued: April 9, 2008
By: Francie McComb, Senior Vice President – Law & Public Affairs
2134 W. Laburnum
Richmond, Virginia 23227

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SECTION 2.0 - REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction

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

- A. Where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. Of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. Over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. In a quantity greater than that which the Company would normally construct;
- E. On an expedited basis;
- F. On a temporary basis until permanent facilities are available;
- G. Involving abnormal costs; or
- H. In advance of its normal construction.

2.1.9 Ownership of Facilities

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

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 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 the Public Utilities Commission of Ohio's regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, joint user, 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. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and Nonrecurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. The payment of all applicable charges pursuant to this tariff;
- B. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire, electrical or lightening surges or any other cause, except Company's equipment malfunction, or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E. 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. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.4 Customer Equipment and Channels

2.4.1 General

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

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.2 Station Equipment

- A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

2.4.3 Interconnection of Facilities

SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY PUBLIC UTILITIES COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

A. Local Traffic Exchange

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

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

- C. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities, (Cont'd.)

- D. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.5 Customer Deposits and Advance Payments

2.5.1 Deposits

- A. 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 Sections 4901:1-17-04 and 4901:1-5-13 of the Ohio Administrative Code. A deposit may be required if the Customer does not otherwise satisfactorily establish financial responsibility under the criteria set forth in Section 4901:1-17-03 of the Ohio Administrative Code. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed 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. Applicants for residential local service shall be advised of the option of deferred payment arrangements forth in Rule 4901:1-5-14(A)(10), wherein the deposit may be spread out in payments over a three month period.
- B. A deposit may be required in addition to an advance payment.
- C. Upon discontinuance of service, the Company will promptly 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.
- D. Deposits held for 180 days or longer will accrue interest in accordance with Section 4901:1-17-05 of the Ohio Administrative Code. Deposits held for less than 180 days will not accrue interest.
- E. In addition to refund of deposit after discontinuance of service, the Customer's deposit shall be returned after 12 consecutive months of payment without having had service discontinued for non payment and without having had more than two occasions on which the bill was not paid by the due date.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.6 Payment Arrangements

2.6.1 Payment for Service

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

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 pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code.

2.6.2 Billing and Collection of Charges

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

- A. Nonrecurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. Pursuant to Minimum Telephone Service Standards, residential Customers may elect to pay installation charges over a three month installment plan period. Each installment shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges, (Cont'd.)

- E. If any portion of the payment is received by the Company after the due 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 30 days of receipt, is not applicable to subsequent rebiling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F. The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. 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:

Service Monitoring and Enforcement Department
Public Utilities Commission of Ohio
180 East Broad Street, Tenth Floor
Columbus, Ohio 43215-3793

Toll Free Telephone: 1-800-686-7826
TTY Toll Free Telephone: 1-800-686-1570

From 8:00 AM to 5:30 PM (EST) Weekdays or at www.PUCO.ohio.gov.

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at:

Toll Free Telephone: 1-877-742-5622
From 8:00 AM to 5:00 PM (EST) weekdays or at www.pickocc.org.

2.6.3 Discontinuance of Service for Cause

- A. If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the nonrecurring rates in Section 4 of this tariff.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service for Cause, (Cont'd.)

- B. The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

The Company will comply with the disconnection requirements pursuant to the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

2.6.5 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.6.5.A through 2.6.5.C will be calculated and

applied on a case-by-case basis.

Issued:	April 9, 2008	Effective:	April 9, 2008
By:	Francie McComb, Senior Vice President – Law & Public Affairs		
	2134 W. Laburnum	Case No. 08-352-TP-ATA	
	Richmond, Virginia 23227		<i>OHL0805</i>

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.6 Payment Arrangements, (Cont'd.)

2.6.6 Changes in Service Requested

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

2.6.7 Bad Check Charge

A charge will be assessed for all checks returned by 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 or other financial institution.

	<u>Maximum</u>	<u>Current</u>
Per Occurrence	\$25.00	\$25.00

2.6.8 SpeedPay

If the Customer's account is delinquent or when the Customer calls the Company's business office to make payment arrangement, the Customer will be given the option to pay via electronic payment system, SpeedPay. The Customer electing SpeedPay will be notified in advance of an additional SpeedPay processing fee of \$5.00. The Customer whose service has been disconnected may be required to reestablish service using SpeedPay and will be assessed the \$5.00 SpeedPay processing fee.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.7 Allowances for Interruptions in Service

2.7.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company or that it is its underlying carrier(s) as specified in Section 2.1.4 of this tariff;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.2 Limitations of Allowances, (Cont'd.)

- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall be determined pursuant, as outlined in Sections B. through D. below. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service, (Cont'd.)

- C. When a Customer's service is interrupted and remains out of service for more than twenty-four consecutive hours after being reported to the Company or being found by the Company to be out of order (whichever occurs first), the Company shall make appropriate adjustments to the Customer's account. This rule does not apply if the outage occurs as a result of:
1. A negligent or willful act on the part of the Customer;
 2. A malfunction of Customer-owned equipment;
 3. Disasters or acts of God; or
 4. The inability of the Company to gain access to the Customer's premises when required.
- D. If a service interruption exceeds 24 hours but is less than 48 hours, the adjustment shall be at least the pro-rata portion of the monthly charges for any and all local services rendered inoperative during the interruption. Credit for longer interruptions shall be tiered as follows:
1. Any Customer who experiences a service interruption in excess of 48 hours but less than 72 hours shall be provided with a credit equal to at least 1/3 of the month's charges for any local services rendered inoperative.
 2. Any Customer who experiences a service interruption in excess of 72 hours but less than 96 hours shall be provided a credit equal to at least 2/3 of one month's charges for any local services rendered inoperative.
 3. Any Customer who experiences a service interruption in excess of 96 hours shall be provided a credit equal to at least one month's charges for any local services rendered inoperative.

Computation of such credits shall apply to all charges for basic and regulated optional local services rendered inoperative.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reasons other than a service interruption (as defined in Section 2.7.1) or a Company breach of the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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 arises.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.9 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.10 Use of Customer's Service by Others

SECTION 2.10 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE PUBLIC UTILITIES COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

2.10.1 Resale and Sharing

There are no prohibitions or limitations on the resale of services. Prices for resold services appear in the price list attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Public Utility Commission of Ohio regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

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

2.11 Services to Hearing Impaired

2.11.1 Residential impaired Customers or impaired members of a Customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired may receive a discount off their message toll service rates.

2.11.2 Upon receipt of the appropriate application, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the impaired: the evening discount off the intrastate, interexchange, Customer-dialed, station to station calls originating 8:00a.m. to 4:59p.m. Monday through Friday; the night/weekend discount off the intrastate, interexchange, Customer-dialed, station to station calls originating 5:00p.m. to 10:59p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.12 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may, subject to the Commission's approval and notice requirements, assign its rights and duties:

- 2.12.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.12.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.12.3 pursuant to any financing, merger or reorganization of the Company.

2.13 Notices and Communications

- 2.13.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.13.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.13.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.13.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.14 IntraLATA and InterLATA Presubscription

2.14.1 Presubscription

Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and or interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an toll carrier from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

IntraLATA and InterLATA Presubscription will become effective upon the initial offering of certified local exchange service.

Presubscription Options

Option A: Customer may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Customer may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company or the Customer's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Customer may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

2.14.2 Rules and Regulations

Customers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, or D for Presubscription.

Customers may changed their selected Option and/or their presubscribed toll carrier at any time subject to charges specified in Section 2.14.4 below.

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.14 IntraLATA and InterLATA Presubscription, (Cont'd.)

2.14.3 Presubscription Procedures

New Customers will be asked to select an intraLATA and/or interLATA toll carrier(s) at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for presubscription service. The selected carrier(s) will confirm their respective Customer's verbal selection by third-party verification or return written confirmation notices. All new Customers' initial requests for intraLATA and/or interLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 30 calendar days in which to inform the Company of an intraLATA and/or interLATA toll carrier presubscription selection free of charge. Until the Customer informs the Company of his/her choice for toll carrier(s), the Customer will not have a presubscribed toll carrier, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll presubscription within the 30day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a presubscription change at any time subject to the charges specified below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available carriers to aid the Customer in selection.

2.14.4 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply.

1. The charge shall be no greater than those set forth below, unless modified by a Company-specific Commission-approved tariff.
2. If the Customer changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

Per line, trunk or port	<u>Maximum</u>	<u>Current</u>
-- Manually Processed Change	\$10.00	\$ 5.00
-- Electronically Processed Change	\$10.00	\$ 1.25

SECTION 2.0 - REGULATIONS, (Cont'd.)

2.15 Emergency Services (Enhanced 911)

This service allows Customers to reach the appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP). These services will be provided free of charge to all Customers.

2.16 Toll Blocking Rules

The Company, when acting on behalf of an IXC, may "universally" block access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

The Company may furnish credit information, acquired from the Company's own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. The Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

All forms of toll blocking services offered by the Company to toll service providers must be provided on a nondiscriminatory basis to all toll providers, regardless of whether the Company has established a billing and collection agreement with the toll provider. Any charges for toll blocking services offered by the Company must be set forth in a Commission-approved tariff.

Upon payment by the Customer of all past due toll debt to the IXC or to the Company acting on behalf of the IXC, the Company will lift the block and all 1+ dialing capabilities, including 10-XXX, will be restored.

2.17 Customer Referral Program

All active and local and long distance Customers in good payment standing may refer new Customers and receive a credit of \$20.00 for each new local telephone Customer who pays a minimum of 90% of their first invoice and \$10.00 for each new long distance Customer who pays a minimum of 90% of their first invoice.

The credit will be applied to the referring Customer's invoice and unused portions of the credit will be carried over to the following billing statement.

SECTION 3.0 - EXCHANGE SERVICE AREAS

3.1 Exchange Service Areas

The Company provides Local Exchange Services, subject to availability of facilities and equipment, in areas currently served by the following Incumbent Local Exchange Carrier:

AT&T Ohio

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the Local Exchange Services Tariffs of AT&T Ohio. The Company does not concur in the rates of the ILEC. The Company's rates are set out in this tariff.

SECTION 4.0 – SERVICE CHARGES

4.1 Service Charges

4.1.1 Description

Unless otherwise specified with the service description, the following Nonrecurring Service Charges apply to all services. Nonrecurring Service Charges are billed on the next month's bill immediately following work performed by the Company. Nonrecurring Charges apply to processing service orders for new service, changes in service, additions or changes to features, for line disconnections, restoration of service. Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises. The following Nonrecurring Charges apply unless specifically listed otherwise with the the service description.

4.1.2 Nonrecurring Charges - Tier 2 Residential Services

Line Installation / Move / Add	<u>Current Rate</u>
First Line	\$55.00
Each Add' Line, Same Order	\$55.00
Line Change Charge	
First Line	\$25.00
Each Add'l Line, Same Order	\$25.00
Line Disconnect Charge	\$10.00
Restoration of Service charge	\$50.00
Feature Installation Charge	
First Line	\$25.00
Each Add'l Line, Same Order	\$25.00

SECTION 4.0 – SERVICE CHARGES, (Cont'd.)

4.2 Maintenance and Repairs

4.2.1 Description

Maintenance Visit Charges apply when the Company dispatches personnel to a business or residential Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities. The Customer will be advised, before a visit of the possibility of a premises charge. The Customer will also be advised to check the Network Interface Device (NID) in accordance with PUCO Case No. 86-927-TP-COI. Lastly, the Customer will be advised that if a NID is not in place and the Company cannot ascertain with certainty that the service difficulty is located on the Customer's side of the demarcation point, the Company is required to come to the location at no charge to diagnose the problem and install a NID, at no charge during this premises visit.

4.2.2 Rates and Charges - Tier 2 Services

Per Premises Visit Charge	<u>Current</u>
First 60 minutes or fraction thereof	\$120.00
Each Add'l 15 minutes or fraction thereof	\$ 30.00

SECTION 4.0 – SERVICE CHARGES, (Cont'd.)

4.3 Call Blocking

4.3.1 Description

Residential or Business Customer calls placed to numbers beginning with the 900 and 976 prefix will be blocked by default unless the Customer requests otherwise. In addition, at initial installation of service, Customers may also request call blocking for the following exchange groupings at no additional charge:

-554/940	-	550/554/900/940
-550/554/900/920/940/976	-	All Block (except 911 and Operator)

4.3.2 Rates and Charges

Requests for blocking (or unblocking) subsequent to initial installation of service will incur a nonrecurring charge.

	<u>Maximum</u>	<u>Current</u>
Nonrecurring - Per Exchange Grouping	\$85.50	\$55.00

4.4 Per Line Blocking

4.4.1 Description

Where the technical capabilities exist, Customers may elect to block the transmission of their telephone numbers completely via Per Line Blocking. Per Line Blocking will be provided at no charge at initial installation of service. Subsequent requests for Per Line Blocking (or unblocking) will incur a nonrecurring charge.

4.4.2 Rates and Charges

	<u>Maximum</u>	<u>Current</u>
Subsequent Activation or Deactivation		
Per Line Blocking - Per Line	\$17.70	\$11.80

SECTION 5- RESIDENTIAL LOCAL EXCHANGE SERVICES

5.1 Residential Bundled Service Offerings ¹

5.1.1 Description

The Company offers basic local exchange service only as part of a bundle or package of telecommunications services to residential Customers.

For service packages which include unlimited local, intraLATA, and/or interLATA usage, the services are available for typical residential usage, which is presumed to be total usage that does not exceed 5,000 minutes per month of intrastate and/or interstate usage per line. If the usage threshold is reached, the Company will notify the Customer that the usage does not appear to be typical residential usage. The Company will allow the Customer an opportunity to discuss alternative services options, such as an alternative calling plan.

Residential Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate or measured rate basis depending on the service plan selected by the Customer. Not all services may be available in all areas.

5.1.2 Rates and Charges

A. Monthly Recurring Charges

Month Recurring Charges for Residential Bundled Service Offerings are billed monthly in advance. Monthly Recurring Charges and or Usage Rates are listed with each service description.

B. Nonrecurring Charges

Nonrecurring charges are billed on the next month's bill immediately following work performed by the Company.

¹ *This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.2 Rates and Charges, (Cont'd.)

C. Usage Charges

Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer.

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

1. Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
2. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
3. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
4. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
5. All times refer to Local Time (Eastern Standard Time).

D. Feature Installation Charge

Nonrecurring Feature Installation Charge applies.

E. Additional Lines

Bundled Service Customers may purchase multiple lines or add lines to existing services, up to total of ten (10) lines.

¹ *This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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By: Francie McComb, Senior Vice President – Law & Public Affairs
2134 W. Laburnum
Richmond, Virginia 23227

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OHL0805

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.3 Vacation Hold Discount*

Vacation Hold allows Customers a discount when they are not using their local residential bundled service. Customers will be eligible for Vacation Hold Service after three months of service and if their account is in good standing. The minimum period for Vacation Hold is 1 month and the maximum length of time the discount can be applied is 6 consecutive months per year. Customers can only receive the discount one time per year based on the anniversary date. A one time fee applies to initiate the Vacation Hold Discount. The Vacation Hold Discount will automatically be disconnected upon usage or at the end of the specified end period whichever comes first. Lines on the Vacation Hold Discount will be blocked from making long distance calls during the period of the discount.

5.1.4 Vacation Hold Discount II*

Vacation Hold Discount II provides local Residential Bundled Service Customers a 40% discount off of their monthly recurring charges when they are not using their bundled service. Customers will be eligible for Vacation Hold Service II after three (3) months of service and if their account is in good standing. The minimum period for Vacation Hold Discount II is one (1) month and the maximum length of time the discount can be applied is six (6) consecutive months per year. Customers can only receive the discount one time per year based on the anniversary date. A one time fee applies to initiate the Vacation Hold Discount II. Vacation Hold Discount II will automatically be disconnected upon usage or at the end of the specified end period whichever comes first. Lines on the Vacation Hold Discount II will be blocked from making long distance calls during the period of the discount.

** As of June 16, 2003, this offering is only available to Customers currently subscribed to this Vacation Hold Discount at current locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.5 Local Bundle IV*

A. Local Bundle IV includes the following:

- Unlimited Local Calling; and
- Custom Calling and CLASS, excluding the custom calling features that are priced on a per call basis).

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Minute Usage rates apply to calls in excess of the Call Allowance and/or to any other Customer not subscribed to the Company's bundled local service.

**Effective May 15, 2005, this service is grandfathered and available only to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.6 Local Bundle VI*

A. Local Bundle VI includes the following:

- Unlimited Local Calling; and
- Custom Calling and CLASS, excluding the custom calling features that are priced on a per call basis.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Minute Usage rates apply to calls in excess of the Call Allowance and/or to any other Customer not subscribed to the Company's bundled local service

**Effective May 15, 2005, this service is grandfathered and available only to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.7 Local Bundle VIII (Freedom Plan) *

A. Local Bundle VIII (Freedom Plan) includes the following:

- Unlimited Local Calling; and
- Custom Calling and CLASS features, excluding the Custom Calling features that are priced on a per call basis.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Minute Usage rates apply to calls in excess of the Call Allowance and/or to any other Customer not subscribed to the Company's bundled local service

**Effective May 15, 2005, this service is grandfathered and available only to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.8 Local Bundle IX (United Plan) *

A. Local Bundle IX (United Plan) includes the following:

- Unlimited Local Voice Calling; and
- Custom Calling and CLASS features, excluding the Custom Calling features that are priced on a per call basis.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Minute Usage rates apply to calls in excess of the Call Allowance and/or to any other Customer not subscribed to the Company's bundled local services.

As of June 7, 2002, this service is grandfathered and only available to existing Customers at existing locations.

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.9 Local Bundle X (United 1000 Plan) *

A. Local Bundle X (United 1000 Plan) includes the following:

- 1000 Minutes of Local Voice Calling, Per Line / Per Month;
- Three Custom Calling or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis; and
- Unlimited Local Voice Calling, Per Line / Per Month to any other Customer who also subscribes to bundled local services from the Company.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Minute Usage rates apply to calls in excess of the Call Allowance and/or to any other Customer not subscribed to the Company’s bundled local services.

**As of November 6, 2003, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.10 Local Bundle XI (United Unlimited Plan) *

A. Local Bundle XI (United Unlimited Plan) includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS Features (subject to availability), excluding the Custom Calling features that are priced on a per call basis.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company's bundled local services.

** As of November 6, 2003 this plan is only available to current Customers at current locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.11 Local Bundle XII (United Unlimited Plus Plan) *

A. Local Bundle XII (United Unlimited Plus Plan) includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability) excluding the Custom Calling features that are priced on a per call basis.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company's bundled local services.

** As of November 6, 2003 this plan is only available to current Customers at current locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.12 Local Bundle XIII (United 1000 Plan B) *

A. Local Bundle XIII (United 1000 Plan B) includes the following:

- 1000 minutes of Local Voice Calling, Per Line / Per Month;
- Three Custom Calling or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis. Additional features may be purchased individually; and
- Unlimited Local Voice Calling, Per Line / Per Month to any other Customer who also subscribes to bundled local services from the Company.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls in excess of the call allowance and to any other Customer not subscribed to the Company’s bundled local services.

**As of October 1, 2003, this service offering will only be available to current Customers at current locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.13 Local Bundle XIV (United Unlimited Plan B) *

A. Local Bundle XIV (United Unlimited Plan B) includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company's bundled local services.

**As of October 1, 2003, this service offering will only be available to current Customers at current locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.14 Local Bundle XV (United Unlimited Plus Plan B) *

A. Local Bundle XV (United Unlimited Plus Plan B) includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability) excluding the Custom Calling features that are priced on a per call basis.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company's bundled local services.

**As of October 1, 2003, this service offering will only be available to current Customers at current locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.15 Local Bundle XVI (Talk 1000 Plan) *

A. Local Bundle XVI (Talk 1000 Plan) includes the following:

- 1000 minutes of Local Voice Calling, Per Line / Per Month;
- Three Custom Calling or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis (additional features may be purchased individually); and
- Unlimited Local Voice Calling to any other Customer who also subscribes to bundled local services from the Company.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls in excess of the call allowance and to any other Customer not subscribed to the Company's bundled local services.

**As of October 1, 2003, this service offering will only be available to current Customers at current locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

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2134 W. Laburnum
Richmond, Virginia 23227

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SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.16 Local Bundle XVII (Talk Unlimited Plan) *

A Local Bundle XVI (Talk Unlimited Plan) is part of a bundled local service offering includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company’s bundled local services.

**As of October 1, 2003, this service offering will only be available to current Customers at current locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.17 Local Bundle XVIII (Talk Unlimited Plus Plan) *

- A. Local Bundle XVIII (Talk Unlimited Plus Plan) is part of a bundled local service offering includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability) excluding the Custom Calling features that are priced on a per call basis.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company’s bundled local services.

**As of October 1, 2003, this service offering will only be available to current Customers at current locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.18 Talk Unlimited Nationwide Plan *

A. Talk Unlimited Nationwide Plan includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis.

B. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

**As of June 17, 2004, this service offering will only be available to current Customers' existing lines at their current locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.19 Local Bundle XX (United 1000 v1.0 Plan) *

A. Local Bundle XX (United 1000 v1.0 Plan) includes the following:

- 1000 minutes of Local Voice Calling, Per Line / Per Month;
- Three Custom Calling or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis. Additional features may be purchased individually; and
- Unlimited Local Voice Calling, Per Line / Per Month to any other Customer who also subscribes to bundled local services from the Company.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls in excess of the call allowance and to any other Customer not subscribed to the Company’s bundled local services.

**Effective May 15, 2005, this service is grandfathered and available only to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.20 Local Bundle XXI (United Unlimited v1.0 Plan) *

A. Local Bundle XXI (United Unlimited v1.0 Plan) includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company's bundled local services.

**Effective May 15, 2005, this service is grandfathered and available only to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.21 Local Bundle XXIII (United Unlimited Plus v1.0 Plan) *

A. Local Bundle XXIII (United Unlimited Plus v1.0 Plan) includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability) excluding the Custom Calling features that are priced on a per call basis.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company's bundled local services.

**Effective May 15, 2005, this service is grandfathered and available only to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.22 Local Bundle XXIV (Ohio 200 Plan) *

A. The Ohio 200 Plan includes the following:

- Unlimited Local Voice Calling; and
- Four free Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis. Additional features may be purchased individually.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls in excess of the call allowance and to any other Customer not subscribed to the Company's bundled local services.

**Effective May 15, 2005, this service is grandfathered and available only to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.23 Residential Bonus Line for Bundled Plans v 1.0*

- A. Residential Bonus Line for Bundled Plans is available to residential Customer’s only who are subscribed to a Talk Residential Bundled Local Service offering (as described in Section 5.1) for one or more telephone lines. Customer must remain a subscriber to a Talk Residential Bundled Local Service for one or more lines in order to stay subscribed to this service for any additional lines. The Residential Bonus Line offering is part of a bundled local and long distance service, and all lines subscribed to this service must remain presubscribed to the Company’s service in order to qualify for the services and rates included in this Plan.

The Residential Bonus Line for Bundled Plans offering includes the following:

- Unlimited Local Voice Calling

Features may be purchased individually.

- B. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company’s bundled local services.

**Effective May 15, 2005, this service is grandfathered and available only to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.24 Local Bundle XXV (Talk Unlimited Nationwide Plan v 1.0) *

A. Talk Unlimited Nationwide Plan v 1.0 includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company's bundled local services.

**Effective May 15, 2005, this service is grandfathered and available only to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.25 Talk Statewide Plan*

- A. The Talk Statewide Plan is available to residential Customers only and includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability) excluding the Custom Calling features that are priced on a per call basis.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company’s bundled local services.

**Effective May 15, 2005, this service is grandfathered and available only to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.26 Simple Savings Plan*

- A. The Simple Savings Plan is a flexible package-based bundled calling plan available only to residential Customers and includes the following:

- Unlimited Local Voice Calling.

The usage restriction set forth in Section 5.1.1 apply to this plan.

- B. Feature Packages

Customers who subscribe to the Simple Savings Plan may select from optional calling feature pricing packages, as described below:

1. Individual Feature Pricing

Customers who select this option may purchase each calling feature individually. Features are subject to availability in the Customer’s calling area.

2. Standard Feature Package

The Standard Feature Package provides seven (7) specific calling features for a flat monthly recurring charge per line. The Customer may purchase additional calling features separately.

Regulated Features included in the Standard Feature package (subject to availability in the Customer’s area) are listed below:

Caller ID

Call Waiting

***As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

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SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.26 Simple Savings Plan*, (Cont'd.)

C. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

D. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company's bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.27 United Plan Enhanced*

- A. The United Plan Enhanced is available to on-net residential Customers only and includes the following:

- Unlimited Local Calling; and
- Unlimited Custom Calling and CLASS features, excluding the Custom Calling features that are priced on a per call basis.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls in excess of the call allowance and to any other Customer not subscribed to the Company's bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.28 United 1000 Plan Enhanced*

- A. The United 1000 Plan Enhanced is available to on-net residential Customers only and includes the following:

- 1000 Minutes of Local Voice Calling, Per Line / Per Month; and
- Three Custom Calling or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis. Additional features may be purchased individually.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls in excess of the call allowance and to any other Customer not subscribed to the Company’s bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.29 United Unlimited Plan Enhanced

- A. The United Unlimited Plan Enhanced is available to on-net residential Customers only and includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company’s bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.30 United Unlimited Plus Plan Enhanced*

A The United Unlimited Plus Plan Enhanced is available to on-net residential Customers only includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability) excluding the Custom Calling features that are priced on a per call basis.

B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company's bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.31 United 1000 Plan B Enhanced*

- A. The United 1000 Plan B Enhanced is available to on-net residential Customers only and includes the following:

- 1000 minutes of Local Voice Calling, Per Line / Per Month; and
- Three Custom Calling or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis. Additional features may be purchased individually.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls in excess of the call allowance and to any other Customer not subscribed to the Company’s bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.32 United Unlimited Plan B Enhanced*

- A. United Unlimited Plan B Enhanced is available to on-net residential Customers only and includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis. Additional features may be purchased individually.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company’s bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.33 United Unlimited Plus Plan B Enhanced*

- A. United Unlimited Plus Plan B Enhanced is available to on-net residential Customers only and includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability) excluding the Custom Calling features that are priced on a per call basis.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company’s bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.34 Talk 1000 Plan Enhanced*

- A. The Talk 1000 Plan Enhanced is available to on-net residential Customers only and includes the following:

- 1000 minutes of Local Voice Calling, Per Line / Per Month; and
- Three Custom Calling or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis. Additional features may be purchased individually.
-

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls in excess of the call allowance and to any other Customer not subscribed to the Company’s bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.35 Talk Unlimited Plan Enhanced*

- A. Talk Unlimited Plan Enhanced is available to on-net residential Customers only and includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company's bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.36 Talk Unlimited Plus Plan Enhanced*

- A. Talk Unlimited Plus Plan Enhanced is available to on-net residential Customers only and includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability) excluding the Custom Calling features that are priced on a per call basis.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company’s bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.37 Talk Unlimited Nationwide Plan Enhanced*

- A. Talk Unlimited Nationwide Plan Enhanced is available to on-net residential Customers only includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.38 United 1000 v1.0 Plan Enhanced*

- A. The United 1000 v1.0 Plan Enhanced is available to on-net residential Customers only and includes the following:

- 1000 minutes of Local Voice Calling, Per Line / Per Month; and
- Three Custom Calling or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis. Additional features may be purchased individually.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls in excess of the call allowance and to any other Customer not subscribed to the Company’s bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.39 United Unlimited v1.0 Plan Enhanced*

- A. The United Unlimited v1.0 Plan Enhanced is available to on-net residential Customers only and includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company's bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.40 United Unlimited Plus v1.0 Plan Enhanced*

- A. The United Unlimited Plus v1.0 Plan Enhanced is available to on-net residential Customers only and includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability) excluding the Custom Calling features that are priced on a per call basis.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company's bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.41 Ohio 200 Plan Enhanced*

- A. The Ohio 200 Plan Enhanced is available to on-net residential Customers only and includes the following:

- Unlimited Local Voice Calling; and
- Four free Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis. Additional features are available individually for an additional charge.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls in excess of the call allowance and to any other Customer not subscribed to the Company’s bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.42 Residential Bonus Line for Bundled Plans v 1.0 Enhanced*

- A. Residential Bonus Line for Bundled Plans v. 1.0 Enhanced is available to on-net residential Customer’s only who are subscribed to a Talk Residential Bundled Local Service offering for one or more additional telephone lines. Customer must remain a subscriber to a Talk Residential Bundled Local Service for one or more lines in order to stay subscribed to this service for any additional lines. Features are available and charged on an individual basis, subject to availability.

The Residential Bonus Line for Bundled Plans v. 1.0 Enhanced offering includes the following:

- Unlimited Local Voice Calling;

- B. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company’s bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.43 Talk Unlimited Nationwide Plan v 1.0 Enhanced*

- A. Talk Unlimited Nationwide Plan v 1.0 Enhanced is available to on-net residential Customers only and includes the following:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont'd.)

5.1 Residential Bundled Service Offerings ¹, (Cont'd.)

5.1.44 Talk Statewide Plan Enhanced*

- A. The Talk Statewide Plan Enhanced is available to on-net residential Customers only and includes the following services and features:

- Unlimited Local Voice Calling; and
- Unlimited Custom Calling and/or CLASS features (subject to availability) excluding the Custom Calling features that are priced on a per call basis.

- B. Additional Lines

Additional lines are available. This line may be equipped with the same Customer Calling and CLASS features which are ordered for the primary line.

- C. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

Per Call and/or per Minute Usage rates apply to calls to any other Customer not subscribed to the Company's bundled local services.

**As of January 31, 2008, this service is grandfathered and only available to existing Customers at existing locations.*

¹ This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.45 Flex Basic Plan

- A. The Flex Basic Plan is available to On-Net residential Customers only and includes the following:

- Unlimited Local Voice Calling*; and
- Twelve Custom Calling or CLASS features, excluding the Custom Calling features that are priced on a per call basis. Regulated Features included in the Flex Basic Plan (subject to availability in the Customer’s area) are listed below:

Caller ID (with name)

Call Waiting

- C. Additional Lines

For additional lines, Customers have the option of either choosing another bundle-based Flex Basic Plan line or Unlimited Basic Plan line or adding a featureless Basic additional line.

- D. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

*Subject to the usage restrictions set forth in Section 5.1.1. The Company reserves the right to move a Customer on this plan to an alternative plan if the Company determines that the Customer's usage on this plan does not resemble typical residential usage.

¹ *This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.46 Unlimited Basic Plan

- A. The Unlimited Basic Plan is available to On-Net residential Customers only and includes the following:

- Unlimited Local Voice Calling*; and
- Twelve Custom Calling or CLASS features, excluding the Custom Calling features that are priced on a per call basis. Regulated Features included in the Flex Basic Plan (subject to availability in the Customer’s area) are listed below:

Caller ID (with name)

Call Waiting

- C. Additional Lines

For additional lines, Customers have the option of either choosing another bundle-based Unlimited Basic line or Flex Basic Plan line or adding a featureless Basic additional line.

- D. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

*Subject to the usage restrictions set forth in Section 5.1.1. The Company reserves the right to move a Customer on this plan to an alternative plan if the Company determines that the Customer's usage on this plan does not resemble typical residential usage.

¹ *This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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SECTION 5 –RESIDENTIAL LOCAL EXCHANGE SERVICES, (Cont’d.)

5.1 Residential Bundled Service Offerings ¹, (Cont’d.)

5.1.47 C2 Bundle

- A. The C2 Bundle is available to On-Net Residential Customers only and includes the following:

- Unlimited Local Voice Calling;
- Twelve Custom Calling or CLASS features, excluding the Custom Calling features that are priced on a per call basis. Regulated Features included in the Flex Basic Plan (subject to availability in the Customer’s area) are listed below:

Caller ID (with name)

Call Waiting

- B. Features

The Unlimited Basic Plan Feature Package provides twelve (12) specific calling features included in the flat monthly recurring charge per line. Regulated Features included in the Unlimited Basic Plan (subject to availability in the Customer’s area) are listed below:

Caller ID (with name)

Call Waiting

- C. Additional Lines

For additional lines, Customers have the option of either choosing another bundle-based Unlimited Basic line or Flex Basic Plan line or adding a featureless Basic additional line.

- D. Rates and Charges

Nonrecurring and Monthly Recurring Charges apply.

¹ *This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.*

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2134 W. Laburnum
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SECTION 6 – OPTIONAL CALLING FEATURES

6.1 Optional Calling Features

Optional Calling Features are made available on an individual basis, as part of multiple feature packages or as part of a bundled service. All features provided are subject to availability. Certain features may not be available with all classes of service.

6.1.1 Description of Optional Calling Features

Call Blocking - Permits the Customer to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number.

Caller ID - Allows the Customer to preview the number of an incoming call before the call is answered. Caller ID records the number, date and time of each incoming call. Caller ID requires the use of specialized Customer Premises Equipment (CPE) not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

Caller ID with Name - Allows the Customer to preview the name associated with the number of an incoming call. Caller ID records the name, date and time of each incoming call. Caller ID requires the use of specialized Customer Premises Equipment (CPE) equipment not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

Call Forwarding - This service allows the Customer to automatically forward all incoming calls to another telephone number.

Call Return - This service allows the Customer to return a call to the last incoming call. Upon activation, the number will be redialed automatically every 45 seconds for up to 30 minutes or until a connection is established. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

Call Trace - Allows the tracing of nuisance calls. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call.

Call Waiting - This service permits the Customer engaged in a call to receive a tone signal indicating a second call is waiting and, by operation of the switch hook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switch hook, but a three-way conference call cannot be established.

SECTION 6 – OPTIONAL CALLING FEATURES, (Cont'd.)

6.1 Optional Calling Features, (Cont'd.)

6.1.1 Description of Optional Calling Features, (Cont'd.)

Continuous Redial – Allows the Customer to automatically redial a number after having received a “busy” signal for up to thirty (30) minutes. A distinctive ring will let the Customer the line is no longer busy and the call will connect.

Per Line Number Blocking - Prevents the display of the calling telephone number on all calls dialed from an exchange service equipped with this option. It is not necessary to dial an activation code prior to placing the call.

Repeat Dialing - Allows the Customer to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated.

Three Way Calling - Allows the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Caller initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

SECTION 6 – OPTIONAL CALLING FEATURES, (Cont'd.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates and Charges

A. Nonrecurring Charges as specified in Section 4.1 apply.

B. Monthly Recurring Charges

a.	Residential Customers	<u>Maximum</u>	<u>Current</u>
	Call Blocking	-	N/A
	Caller ID	\$11.50	\$6.00
	Caller ID With Name	-	\$7.95
	Call Forwarding	-	\$4.00
	Call Return	-	\$4.00
	Per Line Number Blocking	\$1.00	\$0.50
	Repeat Dialing	-	\$4.00
	Three Way Calling	-	\$4.00
2.	Business Customers	<u>Maximum</u>	<u>Current</u>
	Call Blocking	-	N/A
	Caller ID	\$11.50	\$7.00
	Caller ID With Name	-	\$7.50
	Call Forwarding	-	\$4.00
	Call Return	-	\$4.00
	Per Line Number Blocking	\$1.00	\$1.00
	Repeat Dialing	-	\$4.00
	Three Way Calling	-	\$4.00

SECTION 6 – OPTIONAL CALLING FEATURES, (Cont'd.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates and Charges, (Cont'd.)

C. Per Use Features

The following features are available on a per use basis. There are no Installation Charges associated with these features

	<u>Per Call</u>	
	<u>Maximum</u>	<u>Current</u>
Call Trace	\$7.00	\$0.00
Call Return	-	\$1.25
Continuous Redial	-	\$1.25
Three Way Calling	-	\$1.25

SECTION 7 – MISCELLANEOUS SERVICES

7.1 Local Operator Services

Local Operator Services are offered to Customers. Local Operator Services allow Customer to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

- 7.1.1 Local Operator services may be used by the presubscribed Customer to complete Person-to-Person, Collect, Third-Party, and/or Calling Card calls.
- 7.1.2 Charges for Local Operator Assisted Calls include two components: a usage-sensitive component based upon the time-of-day rate period, mileage, and duration of the call; and a fixed service charge based upon the type of operator service provided. A third component, the Local Operator Assisted 0- Surcharge, applies to calls for which the Customer/Consumer has the capability of dialing the destination number but elects to have the Company operator dial the number instead.
- 7.1.3 The usage-sensitive portion of the charge for a Local Operator Assisted Call is set forth in Section 7.1.9 below.
- 7.1.4 The fixed service charge portion of the charge for a Local Operator Assisted Call is set forth in Sections 7.1.8 below.
- 7.1.5 The Company shall not bill the Customer for any surcharges or fees imposed by a third party.:
- 7.1.6 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, Calling Cards or credit cards, when the Company deems it necessary to take such action to prevent unlawful use of service. The Company shall restore service as soon as it can be provided without undue risk, and shall, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated. The Company reserves the right to validate the credit worthiness of Customers through available credit card, Calling Card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- 7.1.7 The Customer is responsible for payment of the Company's charges for all calls placed from the Customer's Premise except for Collect, Third Party, Calling Card and credit card calls. The Calling Card or credit card holder or local exchange company service Customer is responsible for payment of the Company's charges for all calls billed to a Calling Card, credit

Issued: April 9, 2008

Effective:

April 9, 2008

By: Francie McComb, Senior Vice President – Law & Public Affairs
2134 W. Laburnum
Richmond, Virginia 23227

Case No. 08-352-TP-ATA
OHL0805

card or a telephone line number, respectively.

Issued:	April 9, 2008	Effective:	April 9, 2008
By:	Francie McComb, Senior Vice President – Law & Public Affairs		
	2134 W. Laburnum	Case No. 08-352-TP-ATA	
	Richmond, Virginia 23227		<i>OHL0805</i>

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.1 Local Operator Services, (Cont'd.)

7.1.8 Per Minute Usage Rates

Rates are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. Partial minutes are rounded up to the next minute.

	<u>Maximum</u>	<u>Current</u>
Per Minute Usage Rate	\$0.54	\$0.54

7.1.9 Per Call Service Charges

The following Per Call Service Charges apply in addition to the per minute usage rates when applicable. These charges apply in all rate periods.

	<u>Maximum</u>	<u>Current</u>
Customer Dialed Calling Card Station		
Customer Dialed/Automated	\$3.40	\$1.70
Customer Dialed/Operator Assisted	\$5.00	\$2.50
Operator Station		
Collect	\$5.00	\$2.95
Third Party Billed	\$5.00	\$2.95
Other	\$5.00	\$2.95
Person to Person	\$9.60	\$4.80
Operator Dialed Calling Card	\$5.00	\$2.50

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.2 Busy Line Verify and Line Interrupt Service

7.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- A. The operator will determine if the line is clear or in use and report to the calling party.
- B. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- C. A charge will apply when:
 - 1. The operator verifies that the line is busy with a call in progress.
 - 2. The operator verifies that the line is available for incoming calls.
 - 3. The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. A separate charge will apply for both verification and interruption.

7.2.2 Rates and Charges

A. Residential Customers

	<u>Current</u>
Busy Line Verification	\$1.00
Busy Line Interrupt	\$1.60

B. Business Customers

	<u>Current</u>
Busy Line Verification	\$1.20
Busy Line Interrupt	\$1.60

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.3 Listings

7.3.1 General

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company. Only information necessary to identify the Customer is included in these listings. Abbreviations may be used in listings as required. A listing may be rejected that is judged to be objectionable. A name may be repeated in the white pages only when a different address or telephone number is used.

7.3.2 Composition of Listings

A. Name

1. Business Service

The following names may be included in business service listings

- a. The name of Customer or joint user.
- b. The name of each business enterprise which the Customer or joint user conducts.
- c. The name by which the business of a Customer or joint user is known to the public.
- d. The name of any person associated with the Customer or joint user in the same business.
- e. The name of any person, firm or organization which the Customer or joint user is authorized to represent, or the
- f. Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing, in the judgment of the Company, is not for advertising purposes. The name of a publication issued periodically by the Customer or joint user.
- h. The name of an inactive business organization in a crossreference listing when authorized by such business or organization.
- i. The name of a member of the Customer's domestic establishment when business service is furnished in the Customer's Residential.
- j. The name of a corporation which is the parent or subsidiary of the Customer.
- k. The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a Residential type listing with the telephone number of the PBX service.
- l. The name of the Customer to a sharing arrangement.

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.3 Listings, (Cont'd.)

7.3.2 Composition of Listings, (Cont'd.)

C. Address

Each listing may, but does not have to, include the street address where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

D. Telephone Number

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

7.3.3 Types of Listings

A. Main Listings:

1. Main Standard Listing

A main listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to Section 7.1.2.B.

2. Additional Main Listing

Customers may arrange for an additional main listing. An additional main listing is a main standard listing provided for a non-hunting extra-line or for the first line of each multi-hunt group.

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.3 Listings, (Cont'd.)

7.3.3 Types of Listings, (Cont'd.)

B. Premium Listings

1. Additional Listings

Customers may arrange for additional listings, similar to the primary listing, at the additional listing rate. Listings may include abbreviated names, that are commonly spelled several ways, rearrangements of names and nicknames by which the Customer is commonly known. All names will be included in their proper alphabetical order. If the above additional listing does not readily identify the Customer, it shall be necessary to include a line of information stating "same as" or "see" and a reference to the name contained in the main listing at the Extra Listing Line Rate. Listings will not be accepted for the purpose of securing preferential publicity or position.

2. Secondary Listings

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

3. Extra Listing Lines

Lines of information acceptable to the Company may be arranged for at the rate shown in the schedule to appear in addition to a main listing for the purpose of facilitating use of the service.

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.3 Listings, (Cont'd.)

7.3.3 Types of Listings, (Cont'd.)

B. Premium Listings, (Cont'd.)

4. Alternate Call Listings

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing. Such listing may be furnished as an indented listing or as a subcaption.

The telephone number in such a listing may be that of another service furnished to the same Customer, or of one of the Customer's PBX trunks not included in the incoming service group, or of a service furnished to a different Customer.

5. Alternate User Listings

An Alternate User Listing may be furnished when it is necessary to refer the directory user to an alternate listing when there are joint users of the same telephone number.

6. Cross Reference Listings

A Cross Reference Listing may be furnished in the same alphabetical group with the related listing when it is necessary to refer to the directory user to another directory listing.

C. Rates and Charges

Initial White Pages Listing

Per Main Listed Account Number	No Charge
--------------------------------	-----------

Additional Listing, Per Listing	\$4.40
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SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.4 Non-Published Service

7.4.1 General

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

7.4.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonpublished number in the directory or disclosing it to another party. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service and provide the Customer a new non-published telephone number.

The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and holds the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

7.4.3 Rates and Charges

The following Monthly Recurring Charges will apply

	<u>Maximum</u>	<u>Current</u>
Non-Published Telephone Number	\$4.40	\$4.40

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.5 Non-Listed Service

7.5.1 General

Non-listed service means that the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

7.5.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonlisted number in the directory or disclosing it to another party. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service and provide the Customer a new non-published telephone number.

The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and holds the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

Non-Listed Telephone Number	\$4.40
-----------------------------	--------

SECTION 7 – MISCELLANEOUS SERVICES, (Cont'd.)

7.6 Directory Assistance Services

7.6.1 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area or within the state by calling the Directory Assistance operator. A Customer may request a maximum of two telephone number per call to Directory Assistance service. A credit will be given for calls to Director Assistance if the Customer experience poor transmission during the call or the Customer is given an incorrect telephone number. Credit will be given after the Customer notifies the Company regarding the Customer's problem.

Charges for DA are not applicable to inquiries received from public and semipublic telephones, nor from telephone service furnished for the use of handicapped persons whose handicap prevents the use of the local telephone directory. Handicapped individuals must contact the company and provide certification of their handicap by a qualified medical professional in order to receive an exemption from directory assistance charges.

7.6.2 Directory Assistance Call Completion

Directory Assistance Call Completion is a service available to Customers who call the Directory Assistance Operator. After the operator provides the requested number, the operator will request whether the Customer wishes the operator to complete the call to the requested number. A charge will apply if the operator completes the call.

7.6.3 Per Call Charges

Local Directory Assistance	\$1.50
Directory Assistance Call Completion	\$1.95

SECTION 8 – SPECIAL ARRANGEMENTS

8.1 Special Construction

8.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

8.1.2 Basis for Cost Computation

The costs referred to in 8.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. cost installed of the facilities to be provided including estimated costs for the Cearrangements of existing facilities. Cost installed includes:
 - 1. Equipment and materials provided or used,
 - 2. Engineering, labor and supervision,
 - 3. Transportation, and
 - 4. Rights of way;
- B. Cost of maintenance;
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. License preparation, processing and related fees;
- F. Tariff preparation, processing and related fees;
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

SECTION 8 – SPECIAL ARRANGEMENTS, (Cont'd.)

8.1 Special Construction, (Cont'd.)

8.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer. Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a. Equipment and materials provided or used,
 - b. Engineering, labor and supervision,
 - c. Transportation, and
 - d. Rights of way;
 - 2. License preparation, processing, and related fees;
 - 3. Tariff preparation, processing, and related fees;
 - 4. Cost of removal and restoration, where appropriate; and
 - 5. Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 8.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 8.1.3.B preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

SECTION 8 – SPECIAL ARRANGEMENTS, (Cont'd.)

8.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the PUCO.

8.3 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new Customers or to increase Customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff.

SECTION 9 – SERVICE AREA MAP

9.1 AT&T Ohio Exchanges



Issued: April 9, 2008
By: Francie McComb, Senior Vice President – Law & Public Affairs
2134 W. Laburnum
Richmond, Virginia 23227

Effective: April 9, 2008
Case No. 08-352-TP-ATA
OHL0805

TALK AMERICA INC.
DBA CAVALIER TELEPHONE
DBA CAVALIER BUSINESS COMMUNICATIONS
DBA CAVALIER TELEPHONE AND TV

SUMMARY OF CHANGES

PUCO Tariff No. 4, cancels and replaces PUCO Tariff No. 1 and 2 in their entireties.

Original Title Page	Incorporates text changes reflecting Company's compliance with Ohio Administrative Code and reference.
SECTION 2	REGULATONS Incorporates text changes to reflect Company's compliance with Ohio Administrative Code and makes reference that all Rules apply to both Local and Long Distance Customers.
SECTION 3	EXCHANGE SERVICE AREAS Incorporates text changes to reflect the Company's concurrence with the local calling areas and exchange listings as listed in the AT&T Ohio Tariff. Specific exchange listings have been removed.
SECTION 4	SERVICE CHARGES Lists the Company's nonrecurring charges and incorporates current rates previously found in the Current Rate Sections of PUCO No.1 and PUCO. No. 2.
SECTION 5	RESIDENTIAL LOCAL EXCHANGE SERVICES Lists the Company's Residential Bundled Service Offerings with footnote added that Service Offerings can only be purchased in conjunction with Unregulated and/or Detariffed Services; Rates and Charges previously listed in this Section are now available in the Price List posted on the Company's website.
SECTION 6	OPTIONAL CALLING FEATURES Deletes certain maximum rates of certain Optional Calling Features no longer regulated by the Commission and relocates current rates previously found in the Current Rate Sections of PUC No. 1 and PUCO No. 2.
SECTION 7	MISCELLANEOUS SERVICES Incorporates Services previously found in PUCO No. 2 in Sections 6, 7 and Relocates current rates previously found in the Current Rate Sections of PUC No. 1 and PUCO No. 2.
SECTION 8	SPECIAL ARRANGEMENT Relocates material previously found in PUCO No. 2 Section 10.

TALK AMERICA INC.
DBA CAVALIER TELEPHONE
DBA CAVALIER BUSINESS COMMUNICATIONS
DBA CAVALIER TELEPHONE AND TV

EXHIBIT D

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

In accordance with Rule 4901:1-6-05(g), certain Tier 2 Services have been deleted from the proposed replacement Tariff which are now available on the Company's website at: www.cavtel.com.

Or the Customer may contact the Company at:

Talk America Inc.
d/b/a Cavalier Telephone
d/b/a Cavalier Business Communications
d/b/a Cavalier Telephone and TV
3300 North Pace Boulevard
Pensacola, FL 32505

Toll Free Telephone Number: 1-877-474-4926

TALK AMERICA INC.
DBA CAVALIER TELEPHONE
DBA CAVALIER BUSINESS COMMUNICATIONS
DBA CAVALIER TELEPHONE AND TV

EXHIBIT E

CUSTOMER NOTICE

A copy of the Residential and Non-Residential Customer notices is included in this Exhibit

RESIDENTIAL CUSTOMER NOTICE



LET US TURN YOU ON

March 14, 2008

Dear Customer:

Beginning on April 2, 2008, the prices, service descriptions, and the terms and conditions for long distance services that you are provided by Cavalier Telephone (also doing business as Cavalier Business Communications and Cavalier Telephone and TV) will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Cavalier Telephone 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 pricing guide online at: **www.cavtel.com** or you can request a copy of this information by contacting **Cavalier Telephone at 3300 North Pace Boulevard, Pensacola, FL 32505 or by calling (800) 291-9699.**

Since long distance 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 about this matter, please call Cavalier Telephone at toll free number **800-291-9699** or visit us at **www.cavtel.com**. You may also visit the consumer information page on the PUCO's website at **puco.ohio.gov** for further information.

Sincerely,

Cavalier Telephone
Cavalier Business Communications
Cavalier Telephone and TV

NON-RESIDENTIAL CUSTOMER NOTICE



YOUR BUSINESS. ACCELERATED.

March 14, 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 Talk America Inc. doing business as Cavalier Telephone, Cavalier Business Communications and Cavalier Telephone and TV will no longer be on file at the Public Utilities Commission of Ohio (PUCO) as follows:

Business Bundled Packages
Interexchange Long Distance Services / Message 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. Cavalier Telephone 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 pricing guide online at: **www.cavtel.com** or you can request a copy of this information by contacting Cavalier Telephone at **3300 North Pace Boulevard, Pensacola, FL 32505** or by calling **(888) 432-4855**.

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 about this matter, please call Cavalier Telephone at toll free number **(888) 432-4855** or visit us at **www.cavtel.com**.

Sincerely,

Talk America Inc.
d/b/a Cavalier Telephone
d/b/a Cavalier Business Communications
d/b/a Cavalier Telephone and TV

TALK AMERICA INC.
DBA CAVALIER TELEPHONE
DBA CAVALIER BUSINESS COMMUNICATIONS
DBA CAVALIER TELEPHONE AND TV

EXHIBIT F

CUSTOMER NOTICE AFFIDAVIT

CUSTOMER NOTICE AFFIDAVIT


COMMONWEALTH : PENNSYLVANIA

COUNTY OF BUCKS: BUCKS

AFFIDAVIT

I Francie McComb, am an authorized agent of the applicant, Talk America Inc. d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications and also d/b/a Cavalier Telephone and TV, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through Direct Mail on March 14, 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 March 24th, 2008 at 965 Thomas Drive, Warminster, PA 18974.

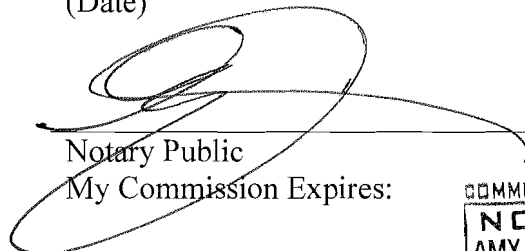
/s/ 

Francie McComb
Senior Vice President Law & Public Policy
Talk America Inc.
d/b/a Cavalier Telephone
d/b/a Cavalier Business Communications
d/b/a Cavalier Telephone and TV
965 Thomas Drive
Warminster, Pennsylvania 18974

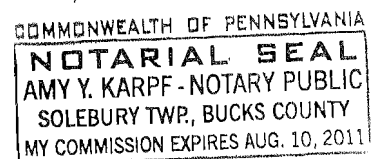
Subscribed and sworn to before me this

3.24.08

(Date)



Notary Public
My Commission Expires:



This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/9/2008 10:18:20 AM

in

Case No(s). 08-0352-TP-ATA

Summary: Application To Detariff Certain Tier 2 Services and to make other changes related to the implementation of Case No. 06-1345-TP-ORD Part III of III electronically filed by Ms. Iris D. Mennens on behalf of Talk America Inc.