

# FILE

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#### <u>VIA FEDERAL EXPRESS</u>

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April 16, 2008

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

Re: France Telecom Corporate Solutions L.L.C.; Case No. 08-181-TP-ATA

Dear Sir/Madam:

On behalf of France Telecom Corporate Solutions L.L.C. ("FTCS"), enclosed for filing please find an original plus ten (10) copies of Applicant's revised Exhibit B and Exhibit D to Applicant's Telecommunications Application Form filed with the Commission on February 27, 2008.

Please file-stamp and return the extra copy of this filing in the pre-addressed, stamped envelope provided for this purpose.

Kindly direct any questions regarding this matter to the undersigned.

Sincere regards,

William K. Coulter

Counsel to France Telecom Corporate Solutions L.L.C.

Wellin K. Coult

**Enclosures** 

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# EXHIBIT B PROPOSED REVISED TARIFF PAGES

#### **EXHIBIT D**

#### **COMPLIANCE WITH RULE 4901:1-6-05(G)(3)**

Currently, FTCS only has 3-5 customers in the state, and no customers are currently purchasing regulated nonresidential Tier 2 services and toll services pursuant to FTCS' tariff, P.U.C. No. 1 – Telephone. All customers are currently purchasing such services pursuant to individually negotiated business contracts. Thus, all FTCS customers of regulated nonresidential Tier 2 services and toll services have information concerning the rates, terms and conditions of service in their current business contracts in compliance with Rule 4901:1-6-05)G)(3). Customers are notified of this fact in the customer notification sent to each customer representative a copy of which is attached as Exhibit E.

The Company's web address is: http://www.ftcsus.com

The Company's toll-free telephone number is: 1-866-280-3726.

#### TITLE PAGE

#### FRANCE TELECOM CORPORATE SOLUTIONS L.L.C.

# REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO LOCAL EXCHANGE COMMUNICATIONS SERVICES WITHIN THE STATE OF OHIO

#### IN THE COUNTIES OF:

CLINTON
FAIRFIELD
FRANKLIN
PICKAWAY
BUTLER
CUYAHOGA
DELAWARE
HAMILTON
SCIOTO
LUCAS
SUMMIT

(D) | (D)

Issued: February 27, 2008

Effective: February 27, 2008

Issued under authority of the Public Utilities Commission of Ohio, dated March 26, 2003, in Case No. 03-243-TP-ACE.

Issued by:

Heather Logan, Treasurer

France Telecom Corporate Solutions L.L.C. 13775 McLearen Road, Mailstop 1100

# CHECK SHEET

The Title Page and pages listed below of this Tariff are effective as of the date shown. Revised pages contain all changes from the original Tariff that are in effect as of the date indicated.

Page	Number of	Page	Number of	Page	Number of	Page	Number of
<u>No.</u>	Revision	No.	Revision	<u>No.</u>	Revision	<u>No.</u>	Revision
1	3 <sup>rd</sup> Revised	28	Original	55	1st Revised	82	1st Revised
2	3 <sup>rd</sup> Revised	29	Original	56	1st Revised	83	1st Revised
3	Original	30	Original	57	1 <sup>st</sup> Revised	84	1st Revised
4	Original	31	Original	58	1st Revised	85	1st Revised
5	Original	32	Original	59	Original	86	1st Revised
6	Original	33	1st Revised	60	Original	87	1st Revised
7	Original	34	1 <sup>st</sup> Revised	61	Original	88	1st Revised
8	Original	35	1st Revised	62	Original	89	1 <sup>st</sup> Revised
9	Original	36	1st Revised	63	Original	90	1st Revised
10	Original	37	1st Revised	64	Original	91	Original
11	Original	38	1st Revised	65	Original		
12	Original	39	1st Revised	66	2 <sup>nd</sup> Revised		
13	Original	40	1st Revised	67	2 <sup>nd</sup> Revised		
14	Original	41	1st Revised	68	1st Revised		
15	Original	42	1st Revised	69	1st Revised		
16	Original	43	1st Revised	70	1st Revised		
17	Original	44	1 <sup>st</sup> Revised	71	1st Revised		
18	Original	45	1st Revised	72	Original		
19	Original	46	1st Revised	73	Original		
20	Original	47	1st Revised	74	1st Revised		
21	Original	48	1st Revised	75	1st Revised		
22	Original	49	1st Revised	76	1st Revised		
23	Original	50	1st Revised	77	1st Revised		
24	Original	51	1st Revised	78	1st Revised		
25	Original	52	1 <sup>st</sup> Revised	79	1st Revised		
26	Original	53	1st Revised	80	1st Revised		
27	Original	54	1st Revised	81	1st Revised		

<sup>\*</sup> New or Revised Page.

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#### **EXPLANATION OF NOTES**

- (C) To signify a changed regulation.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase in a rate.
- (M) To signify material relocated from or to another part of Tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but no change in rate, rule or condition.

#### **TARIFF FORMAT**

<u>Page Numbering</u> – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new Pages are occasionally added to the Tariff. When a new Page is added between Pages already in effect, a decimal point is added. For example, a new Page added between Pages 14 and 15 would be 14.1.

<u>Page Revision Numbers</u> – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current Page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current Page number on file with the Commission is not always the Tariff page in effect.

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#### TARIFF FORMAT (CONT'D)

<u>Paragraph Numbering Sequence</u> – There are six levels of paragraph coding. Each level is subservient to its next higher level:

1. 1.1.1 1.1.1(a) 1.1.1(a)1. 1.1.1(a)1.(a) 1.1.1(a)1.(a)(i)

<u>Check Sheets</u> — When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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# SECTION 1 - PRELIMINARY STATEMENT, APPLICABILITY AND AVAILABILITY

#### 1.1 PRELIMINARY STATEMENT

This Tariff sets forth rates and rules of France Telecom Corporate Solutions L.L.C. ("FTCS" or the "Company") applicable to its provision of resold exchange service and interexchange service, including within the State of Ohio.

This Tariff sets forth the service offerings, rates, terms and conditions that apply to resold local exchange and interexchange telecommunications service provided by Company to business customers within the State of Ohio. The Company does not provide residential local exchange and interexchange services at this time. This Tariff applies only for use of services provided by Company for communications between points within the State of Ohio, including use of Company's services to complete an end-to-end intrastate communication.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Commission.

#### 1.2 APPLICABILITY

This Tariff applies to resold local exchange and interexchange telephone service between points in Ohio. Such service is provided 24 hours per day, seven days per week. Service is offered using the facilities of the LEC and may be offered in combination with resold services provided by other certificated carriers. Service is provided subject to the availability and economic feasibility of necessary service, equipment and facilities.

#### 1.3 AVAILABILITY

The Company offers this service in the service areas in which it has been certified by the Ohio Public Utilities Commission and in which the Company has available required network facilities or is able to lease required network facilities to enable the offering of local service. Only Customers which have subscribed to Company's interstate and international services pursuant to an agreement with the Company may apply for the service offerings contained in this Tariff. Interstate and international services are subject to the jurisdiction of the Federal Communications Commission ("FCC").

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#### 2.1 USE OF FACILITIES AND SERVICE

# 2.1.1 Limitation of Service, Equipment or Facilities

- a. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for Service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing Service in accordance with the terms of this Tariff.
- b. The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control. Examples of these conditions are more fully set forth elsewhere in this Tariff or when Service is used in violation of the provisions of this Tariff or the law.
- c. The Company does not undertake to generate content messages, but offers the use of its Service when available. As more fully set forth elsewhere in this Tariff, the Company shall not be liable for errors in transmission or for failure to establish connections.
- d. The Company reserves the right to discontinue Service, limit Service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.
- e. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and/or equipment. FTCS may decline applications for service to or from a location where the necessary facilities or equipment are not available. FTCS also reserves the right to make changes to equipment, service components, and/or network configurations as may be required. FTCS may discontinue furnishing Service in accordance with the terms of this Tariff.

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# 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

- 2.1.1 Limitation of Service, Equipment or Facilities (Cont'd)
  - f. FTCS reserves the right to deny service any person or entity: (A) if FTCS believes that the person's or entity's use of the Service would violate the provisions of this Tariff or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the Service to that person or entity; or (B) if FTCS determines in its sole discretion that facilities are not available to provide the Service; or (C) if FTCS determines in its sole discretion that any order for Service, letter of authorization and/or third party verification is not in conformance with any applicable law or regulation; or (D) the Service requested has been discontinued; or (E) if an order for the Service may be denied under the terms of any carrier, switched or independent sales representative agreement.
  - g. Service may be discontinued by FTCS, at any time and without notice to its Customers, by blocking traffic to or from certain cities, NXX exchanges, or individual telephone stations, by blocking call origination for FTCS's services, or by blocking calls using certain Customer authorization codes and/or access codes, when FTCS deems it necessary to take such action to prevent unlawful and/or unauthorized use of its services. In addition, FTCS may take any of the foregoing actions in the case of actual or anticipated non-payment for its service. In order to control fraud, FTCS may refuse to accept Calling Card, Collect Calling, and/or Third Party calls which it reasonably believes to be unauthorized or invalid and/or may limit the use of these billing options to or from certain areas within the State of Ohio.

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Oak Hill, VA 20171

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# 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

- 2.1.1 Limitation of Service, Equipment or Facilities (Cont'd)
  - h. FTCS reserves the right to refuse to provide service to or from any location where it has not ordered access facilities, installed network interconnections, or the necessary facilities and/or equipment are not available, acceptable, or justifiable. FTCS also reserves the right to make changes to equipment, service components, and/or network configurations as may be required.
  - i. The provision of service will not create a partnership or joint venture between FTCS and the Customer nor result in joint service offerings to their respective authorized users.
  - j. Use of Service Mark
    - 1. No Customer shall use any service mark or trademark of the Company or refer to Company in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of the Company.

# 2.1.2 Limitations on Liability

a. The liability of FTCS for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of FTCS, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

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# 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

# 2.1.2 Limitations on Liability (Cont'd)

- b. In no event shall FTCS or any of its affiliates be liable to Customer, its customers or any of their affiliates under this Tariff for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the Services, performance, non-performance, termination, breach, or other action or inaction, on the part of FTCS, under this Tariff, even if Customer advises FTCS of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.
- c. When the services or facilities of other entities are used separately or in conjunction with FTCS's facilities or equipment in establishing connection to points not reached by FTCS's facilities or equipment, FTCS shall not be liable for any act or omission of such other entities or their agents, servants or employees. FTCS shall not be liable for any act or omission of vendors supplying equipment to Customer nor for claims regarding the performance of such vendor supplied equipment.
- d. FTCS shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond its reasonable control as determined by FTCS. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, unavailability of rights-of-way or materials, or preemption of existing service to restore service in compliance with the decisions, rules, regulations and orders of the Commission or any other federal, international, state, or local governmental agency or authority. Any exceptions will be in compliance with MTSS and/or Commission Orders.

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# 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

# 2.1.2 Limitations on Liability (Cont'd)

- e. FTCS shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer. FTCS shall not be liable for any act or omission by any entity furnishing to the Company or to the customer facilities or equipment used for or with the services the Company offers. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company. The Company shall not be liable for the performance of said vendor or vendor's equipment.
- f. FTCS does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous, or otherwise unsuitable for such equipment. Customers and Authorized Users indemnify and hold FTCS harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer, Authorized User, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
- g. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or authorized or joint user) 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 the gross negligence or willful misconduct on the part of the agents or employees of the Company.

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# 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

# 2.1.2 Limitations on Liability (Cont'd)

- h. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- i. The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- j. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- k. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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#### 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

# 2.1.2 Limitations on Liability (Cont'd)

- 1. The Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, Authorized User, or joint user furnished, or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims. loss, damage, expense (including attorneys' fees and court costs), or (3) liability arising out of any commission or omission by the Customer, Authorized User, or joint user in connection with the Service. In the event that any such infringing use is enjoined, the Customer, Authorized User, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer, Authorized User, or joint user, shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such slander, libel, infringement, or other claims.
- m. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1". Customer agrees to advise its users that as to Company's data services, the "9-1-1" emergency dialing does not connect to the local public safety answering point.

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# 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

#### 2.1.3 Service Connections and Facilities on Customer's Premises

- a. All Service along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- b. Customer shall allow Company continuous access and right-of-way to Customer's premises to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services, equipment, facilities and systems relating to this Tariff.
- c. The Company may undertake to use reasonable efforts to make available services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- d. The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, joint user, or authorized user may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- e. Title to all facilities provided by Company, including Terminal Equipment, shall remain with the Company. The operating personnel and the electric power consumed by such equipment on the premises of the Customer shall be provided by and maintained at the expense of the Customer.
- f. Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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# 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

- 2.1.3 Service Connections and Facilities on Customer's Premises (Cont'd)
  - g. 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 imposed on Company-provided equipment and wiring by connection shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.
  - h. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities; subject to this responsibility, the Company shall not be responsible for:
    - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission of; or
    - 2. the reception of signals by Customer-provided equipment.

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# 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

- 2.1.3 Service Connections and Facilities on Customer's Premises (Cont'd)
  - i. Company is solely responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment without first obtaining Company's written approval, in addition to any other remedies of Company for a breach by Customer of Customer's obligations hereunder, Customer shall pay Company for any damage to Company-provided equipment caused or related to Customer's improper operation of Company-provided equipment upon receipt by Customer of a Company invoice therefor. In no event shall Company be liable to Customer or any other person for interruption of the Service or for any other loss, cost or damage caused or related to Customer's improper use of Company-provided equipment.
  - j. Customer agrees to allow Company to remove all Company-provided equipment from Customer's premises:
    - 1. upon termination, interruption or suspension of the Service in connection with which the equipment was used; and
    - 2. for repair, replacement or otherwise as Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed on Customer's premises, normal wear and tear only excepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.

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# 2.1 USE OF FACILITIES AND SERVICE (CONT'D)

- 2.1.3 Service Connections and Facilities on Customer's Premises (Cont'd)
  - The Customer, Authorized User, or joint user is responsible for ensuring k. that Customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. In advance, Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically compatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
  - 1. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service, and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

#### 2.1.4 Assignment or Transfer

a. All service provided under this Tariff is directly or indirectly controlled by FTCS and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of FTCS. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Tariff shall apply to all such permitted transferees or assignees.

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#### 2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service for business customers under contracts is one month except as otherwise provided in this Tariff. The Customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the Customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

#### 2.3 PAYMENT FOR SERVICE RENDERED

#### 2.3.1 Application for Service

a. Customers desiring to obtain Service must complete service application forms provided by Company. Company may require Customers or potential customers to provide information pertaining to their ability to pay for Service. Company may deny Service to Customers or potential customers which do not provide the requested information or who fail to meet Company's financial criteria in accordance with Rule 4901:1-5-13(A). Only Customers which have subscribed to Company's interstate and international services pursuant to an agreement with the Company are eligible to apply for the service offerings contained in this Tariff.

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# 2.3 PAYMENT FOR SERVICE RENDERED (CONT'D)

#### 2.3.1 Application for Service (Cont'd)

#### b. Cancellation of Application for Service:

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the Company has notified a Customer or prospective Customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

#### c. Cancellation of Service:

For month-to-month services, the Customer may cancel service upon notification to the Company at any time. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. Upon early cancellation of a term agreement, the Customer agrees to pay Company for the balance due under the contract for the entire term of the agreement. If Service was discontinued for non-payment of charges, Company may request additional information from the Customer and reserves the right to collect an advance payment and/or deposit prior to re-establishing Service. Unless the Customer notifies Company at least thirty (30) days prior to the end of the initial term of the agreement, the agreement shall be automatically extended for a term equivalent to the initial term.

d. Applicants for Residential Service provided by Company must be given information on the Universal Lifeline program and its availability. Residential Service is not offered by Company at this time.

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#### 2.3 PAYMENT FOR SERVICE RENDERED (CONT'D)

#### 2.3.2 Deposits

a. Where the Company requires a deposit, such deposit shall be collected in accordance with Rule 4901:1-5-13(B). Deposits shall be calculated using "the individual service history method." Under this method, the amount of a deposit assessed for local service and toll service shall not exceed two hundred and thirty per cent of the estimated fees or, where the customer or service applicant has either an existing or a previous local or toll service account billing history with the local or toll service provider, the historic monthly average total charge for all regulated local or toll services provided (or to be provided) to the customer by the company or companies on whose behalf the deposit is assessed.

# 2.3.3 Payment of Charges

- a. The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: (1) a paper format, or (2) via electronic transmission. Such bills are due fourteen (14) days from postmark on bill or from date sent via electronic transmission. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of Service established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a 30-day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- b. The Company shall bill for all Services rendered on a monthly basis.

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# 2.3 PAYMENT FOR SERVICE RENDERED (CONT'D)

#### 2.3.3 Payment of Charges (Cont'd)

- c. All bills for Service provided to the Customer by the Company are due 14 days from the postmark. If any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month or 18% annually, or the highest rate allowed by law, whichever is the lesser. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.
- d. The Customer is responsible for the payment of all state, local and 9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on a Customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff. The Company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The Company shall comply with Commission procedures by sending notice to all Customers informing them of the new line item charges.

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#### 2.3 PAYMENT FOR SERVICE RENDERED (CONT'D)

# 2.3.3 Payment of Charges (Cont'd)

- e. When a check which has been presented to Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge of Min/Max \$15 \$25.
- f. Customer bills will contain all of the information required by 4901:1-5-15.

#### 2.3.4 Non-Recurring Charges

a. Non-recurring charges are payable when the service for which they are specified has been ordered. If an entity other than FTCS (e.g., another carrier or supplier) imposes or will impose charges on FTCS in connection with an ordered service, those costs will also be charged to the Customer.

#### 2.3.5 Customer Overpayments

Company will provide interest on customer overpayments that are not refunded within 30 days of the date Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be 5% per annum.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by Company.

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#### 2.3 PAYMENT FOR SERVICE RENDERED (CONT'D)

# 2.3.6 Disputed Bills

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a written documented claim for the disputed amount. The Customer must submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company as soon as possible. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter. Claims may be submitted to:

Customer Service Department Attn: Charles Hartman France Telecom Corporate Solutions L.L.C. 2300 Corporate Park Drive, Mailstop SPO606 Herndon, VA 20171 Toll free number: (866) 280-3726

Unless disputed, the invoice shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may file a complaint with the Ohio Public Utilities Commission, 180 E. Broad Street, Columbus Ohio 43215-3793, toll free number: (800) 686-7826.

If the dispute is resolved in favor of the Customer, no interest credits or penalties will apply.

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#### 2.4 OBLIGATIONS OF THE CUSTOMER

- 2.4.1 The Customer shall be responsible for:
  - a. The payment of all applicable charges as set forth in this Tariff.
  - b. Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, authorized user, or joint user or the non-compliance by the Customer, authorized user, or joint user with these regulations; or by fire or theft or other casualty on the premises of the Customer, authorized user, or joint user unless caused by the gross negligence or willful misconduct of the employees or agents of the Company.
  - c. Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, authorized user, or joint user and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises.
  - d. Obtaining, maintaining, and otherwise having full responsibility for rights-of-way and conduit necessary for installation of Fiber Optic Cable and associated equipment to provide Service to the Customer, authorized user or joint user from the cable building entrance or the property line of the land on which the structure wherein any termination point or origination point used by the Customer, authorized user or joint user is placed or located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service.

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# 2.4 OBLIGATIONS OF THE CUSTOMER (CONT'D)

- 2.4.1 The Customer shall be responsible for: (Cont'd)
  - 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 to Company employees or property might result from installation or maintenance by the Company.
  - 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 the Customer is responsible and obtaining permission for Company agents or employees to enter the premises of the Customer, authorized user, or joint user at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company.
  - g. 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.
  - h. Keeping the Company's equipment and facilities located on the Customer's premises of rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment and facilities.

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# 2.4 OBLIGATIONS OF THE CUSTOMER (CONT'D)

- 2.4.1 The Customer shall be responsible for: (Cont'd)
  - i. Customer Terminal Equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user. Conformance of Customer provided station equipment with Part 68 of the FCC Rules is the responsibility of the Customer.
  - j. The Customer, authorized user, or joint user 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 other persons.

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#### 2.5 MAINTENANCE AND TESTING

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

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, authorized user, or joint user is complying with the requirements set forth above for the installation, operation and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment, and personnel from harm.

#### 2.6 DISCONTINUANCE BY THE COMPANY

2.6.1 The Company will disconnect service for non-payment pursuant to 4901:1-5-17(A) and (B).

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# 2.6 DISCONTINUANCE BY THE COMPANY (CONT'D)

- 2.6.2 The Company will disconnect service with notice in cases not involving non-payment pursuant to 4901:1-5-17(D) and (E).
- 2.6.3 The Company will disconnect service without notice in cases not involving non-payment pursuant to 4901:1-5-17(G).
- 2.6.4 The Company shall comply with the payment schedule and disconnection procedures for non-payment set forth in 4901:1-5-17(K).

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#### 2.7 RESTORATION OF SERVICE

2.7.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall be restored in accordance with 4901:1-5-17(M).

#### 2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

- 2.8.1 Credits shall be provided to Customers due to extended out-of-service conditions in accordance with 4901:1-5-16(A) and (B).
- 2.8.2 Credits shall be provided to Customers due to failure to install new service in a timely fashion in accordance with 4901:1-5-16(D) and (E).
- 2.8.3 Credits shall be provided to Customers due to the omission of a directory listing in accordance with 4901:1-5-16(F).
- 2.8.4 Credits shall be provided to Customers for prior overcharges and collecting for prior undercharges in accordance with 4901:1-5-16(G).
- 2.8.5 Exceptions to these credit provisions exist in accordance with 4901:1-5-16(A)(1)(2)(3)(4), (C), (D)(1)(2)(3)(4), and (E)(3).

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# **SECTION 3 - CONNECTION CHARGES**

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# SECTION 4 - SERVICES AND RATE STRUCTURE

#### 4.1 CLEC SERVICE OFFERINGS

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#### SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

#### 4.1 CLEC SERVICE OFFERINGS (CONT'D)

- 4.1.1 Local Exchange Service (Cont'd)
  - a. Nature of Service (Cont'd)
    - 1. Record Change This refers to the changing of billing name responsibility subsequent to the initial installation of service.
    - 2. Trouble Isolation Applies for each repair visit made to a customer premise to test the central office line, up to the demarcation point, when the line test clear and the trouble is not found in the exchange providers facilities.

b.	Recurring Charges	Min/Max
	Local Access Line	\$50 - \$75 per month

c. Non-recurring Charges

Installation	\$90 - \$130
PIC change charge-InterLATA (first line) (each add'l line)	\$2.50 - \$5 \$1.00 - \$1.50
PIC change charge-IntraLATA (first line) (each add'l line)	\$2.50 - \$5 \$1.00 - \$1.50
Record Change	\$10 - \$25
Trouble Isolation	\$120 - \$160

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# SECTION 4 – SERVICES AND RATE STRUCTURE (CONT'D)

# 4.1 CLEC SERVICE OFFERINGS (CONT'D)

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### 4.1 CLEC SERVICE OFFERINGS (CONT'D)

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### SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

#### 4.1 CLEC SERVICE OFFERINGS (CONT'D)

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#### 4.1 CLEC SERVICE OFFERINGS (CONT'D)

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#### SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

#### 4.1 CLEC SERVICE OFFERINGS (CONT'D)

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# 4.1 CLEC SERVICE OFFERINGS (CONT'D)

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# SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

#### **CLEC SERVICE OFFERINGS (CONT'D)** 4.1

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### 4.1 CLEC SERVICE OFFERINGS (CONT'D)

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#### 4.2 IXC SERVICE OFFERINGS

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### 4.2 IXC SERVICE OFFERINGS (CONT'D)

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### 4.2 IXC SERVICE OFFERINGS (CONT'D)

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# 4.2 IXC SERVICE OFFERINGS (CONT'D)

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# SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

# 4.2 IXC SERVICE OFFERINGS (CONT'D)

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### 4.2 IXC SERVICE OFFERINGS (CONT'D)

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#### IXC SERVICE OFFERINGS (CONT'D) 4.2

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# SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

### 4.2 IXC SERVICE OFFERINGS (CONT'D)

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# SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

### 4.2 IXC SERVICE OFFERINGS (CONT'D)

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# SECTION 4 - SERVICES AND RATE STRUCTURE (CONT'D)

### 4.2 IXC SERVICE OFFERINGS (CONT'D)

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### **SECTION 5 - SUPPLEMENTAL SERVICES**

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# SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES

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#### SECTION 7 - SPECIAL SERVICES AND PROGRAMS

#### 7.1 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

#### 7.1.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this Tariff at a discounted rate, in accordance with the Rules adopted by the FCC in its Universal Service Order 97-157, issued May 8, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school's or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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#### SECTION 7 - SPECIAL SERVICES AND PROGRAMS (CONT'D)

### 7.1 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (CONT'D)

#### 7.1.2 Regulations

- a. Obligation of eligible schools and libraries
  - 1. Requests for service
    - a. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
    - b. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Division, as designated by the FCC, and follow established procedures.
    - c. Services requested will be used for educational purposes.
    - d. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

## b. Obligations of the Company

- 1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this Tariff. Those services contained in this Tariff which are excluded from the discount program, in accordance with the Rules, are included as an attachment to this Tariff.
- 2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

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#### SECTION 7 - SPECIAL SERVICES AND PROGRAMS (CONT'D)

#### 7.1 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (CONT'D)

#### 7.1.2 Regulations (Cont'd)

- b. Obligations of the Company (Cont'd)
  - 3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this Tariff, where specific flexible pricing arrangements are allowed, subject to Ohio State Public Utilities Commission approval.

#### 7.1.3 Discounted Rates for Schools and Libraries

- a. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- b. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- c. The discount rate is based on each school's or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.

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# SECTION 7 - SPECIAL SERVICES AND PROGRAMS (CONT'D)

#### 7.1.4 Services Ineligible for Schools and Libraries Discount

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#### 7.1.5 Schools and Libraries Discount Matrix

#### % DISCOUNT LEVEL

URBAN DISCOUNT	RURAL DISCOUNT
20	25
40	50
50	60
60	70
80	80
90	90
	20 40 50 60 80

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#### SECTION 8 - SPECIAL ARRANGEMENTS

#### 8.1 CONTRACTS

At FTCS's option, service may be offered on an Individual Case Basis ("ICB") to meet specialized requirements of the Customer not contemplated in this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and FTCS and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in FTCS's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract. ICB rates will be filed with the Commission.

#### 8.2 PROMOTIONAL OFFERINGS

From time to time FTCS shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area(s). Promotions filed with the Commission will be effective on the date of filing.

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#### **SECTION 9 - LOCAL CALLING AREAS**

#### 9.1 EXCHANGE ARES SERVED

9.1.1 Exchanges where Company Local exchange service is available <u>and their</u> <u>associated local calling areas</u> are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

County	Exchange Area Served
Clinton	Blanchester, Clarksville, Martinsville, New Burlington, New Vienna, Port William, Sabina, Wilmington
Fairfield	Amanda, Baltimore, Bremen, Carroll, Lancaster, Millersport, Pleasantville, Rushville, Sugar Grove
Franklin	Alton, Canal, Columbus, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsbury, Westerville, Winchester, Worthington
Pickaway	Ashville, Circuiville, Mount Sterling, New Holland, Williamsport
Butler	Middletown, Seven Mile, Oxford, Reily, Hamilton, Trenton, Monroe, Riley, Shandon,
	Bethany, Mason, Cincinnati, Harrison, Morning Sun, Gratis, Germantown
Cuyahoga	Terrace, Cleveland, Trinity, Victory, Olmsted Falls, Berea, Strongsville, North Royalton, Bracksville, Northfield, Independence, Montrose, Bedford, Chagrin Falls, Hillcrest, Gates Mills, Bainbridge, Aurora
Delaware	Delaware, Richwood, Prospect, Waldo, Magnetic, Spring, Radnor, Ostrander, Ashley, Kilbourne, Centerburg, Sunbury, Johnstown, Cheshire Center, Rathbone, Plain City, Dublin, Worthington, Westerville, New Albany
Hamilton	Cincinnati, Harrison, Shandon, Little Miami
Scioto	Minford, Portsmouth
Lucas	Holland, Maumee, Toledo, Whitehouse, Richfield Center-Berkey, Waterville, Curtice-Oregon, Sylvania
Summit	Akron, Greensburg, Manchester [SUM], Montrose [SUM], Hudson, Northfield, Peninsula, Richfield, Twinsburg

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#### 9.1.2 Local Calling Areas

The Company shall mirror the Local Calling Areas for the above-listed exchanges contained in the incumbent Local Exchange Carrier's Tariff as approved by the Commission.

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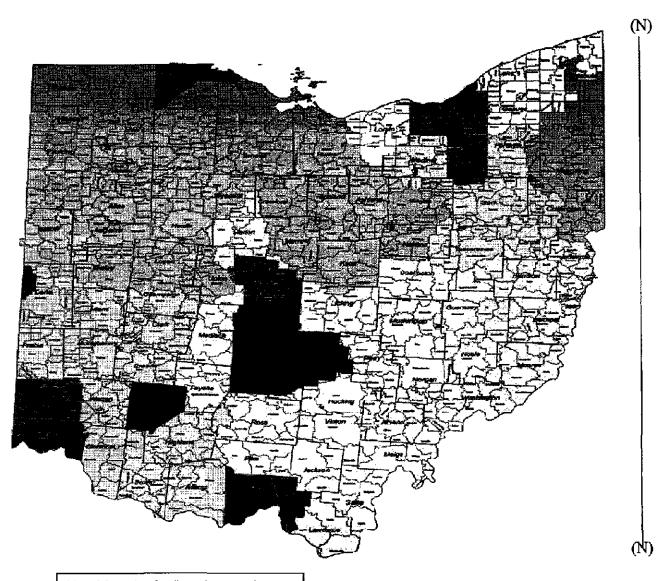
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# SECTION 9 - LOCAL CALLING AREAS (CONT'D)

#### 9.2 SERVICE AREA MAP



List of Counties Applicant is currently serving: Clinton, Fairfield, Franklin, Pickaway, Hamilton, Delaware, Butler, Cuyahoga, Scioto, Lucas and Summit

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#### SECTION 10 - EXPLANATION OF TERMS

Certain terms used throughout this Tariff for telecommunications services of the Company are defined below.

Access Line: A communications path, provided by a person other than the Company, on the customer side of Demarcation Point, which connects a Demarcation Point to another point.

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Advance Payment: Part or all of a payment required before the start of service to Customer. Company does not require Advance Payment for services except for special construction projects.

Authorization - The process of granting or denying access to a network resource.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service or Prepaid Calling Card network to identify the Caller and validate the Caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User: A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively. An authorized user must be specifically named in the application for service.

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

**BPS:** Bits per second.

Call: Telephonic communication originated by a person or mechanical or electrical device from a number to another number that is answered by a person or mechanical or electrical device. The numbers may be located any distance apart within Ohio. Communication may consist of voice, data, a combination of both, or other transmission, may be by wire or wireless medium and may be for any duration of time. An attempted or incomplete Call is an unsuccessful attempt by a Customer to place a Call.

**Circuit:** A communications path provided by Company between two or more Demarcation Points, at a transmission speed agreed to between Company and Customer.

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#### SECTION 10 - EXPLANATION OF TERMS (CONT'D)

Channel: A communications path between two or more points of termination. Such termination points may be located anywhere in Ohio. Communication may consist of voice, data, a combination of both, or other transmission and may be by a wire or wireless medium. Channel capacity may be any size and is typically measured in bits per second, with 1.5 megabits per second equal to one voice channel. Duration is typically of unlimited duration.

Company: France Telecom Corporate Solutions L.L.C., the issuer of this Tariff.

Company Terminal Location: Any Demarcation Point where the Company maintains its facilities.

Commission: Ohio Public Utilities Commission, the regulatory agency within the State of Ohio.

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges, compliance with the terms and conditions of this Tariff, and compliance with the laws of the State of Ohio.

Customer Premises: A location occupied by Customer, or which Customer has the right to occupy, for the purposes of transmitting or receiving communications signals, and which is made available to Company for the maintenance and operation thereon or therein of a Company Terminal Location.

Customer Terminal Equipment: Terminal equipment provided by the Customer.

**Demarcation Point:** The point of interconnection of an Access Line or other connecting communications path or equipment provided by Customer or any person to company-provided equipment.

Facilities: Cables, wires, poles, conduits and other Company equipment that is used to provide service to Customers including wire center distribution frames and central office switching equipment.

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#### SECTION 10 - EXPLANATION OF TERMS (CONT'D)

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.

FTCS: France Telecom Corporate Solutions L.L.C.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer and at the Company's sole discretion.

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.

LEC: Local Exchange Carrier refers to the dominant, incumbent local telephone company in the area also served by the Company, e.g., Bell Atlantic.

Local Exchange, Local Exchange Area or Exchange Area: A geographic area defined by the telephone industry through the use of maps or legal descriptions where one or more Local Exchange Carriers hold themselves out to provide communications services.

**Premises:** The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public or quasi-public right of way.

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

**Residential Service:** Telecommunications services used primarily as non-business service. Residential Service is not offered by the Company at this time.

**Service:** Any means of services offered herein by the Company or any combination thereof.

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#### SECTION 10 - EXPLANATION OF TERMS (CONT'D)

**Service Order:** The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

**Switch:** An electronic device that is used to provide circuit routing and control.

**Terminal Equipment:** Any telecommunications equipment other than the transmission or receiving equipment installed at a Company Terminal Location.

**Transmission Speed:** Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

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#### SECTION 11 - BILLING AND COLLECTION

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# PRICE LIST

#### SECTION 1 - LOCAL EXCHANGE SERVICE

#### 1.1 RECURRING CHARGES

Local Access Line

\$66 per month

#### 1.2 NON-RECURRING CHARGES

Installation

\$112

\$5

PIC change charge-InterLATA (first line)

(each add'1 line) \$1.50

PIC change charge IntraLATA

(first line)

\$5

(each add'l line) \$1.50

Record Change

\$17

**Trouble Isolation** 

\$140

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#### **SECTION 12 - MISCELLANEOUS FEES**

### 12.1 RETURN CHECK CHARGE

Fee for returned check - \$20

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