

June 16, 2008 Via Overnight

| 2600 Maitland Center Pk  |  |  |  |  |  |
|--|--|--|--|--|--|
| Suite 300Ms. Renee Jenkins, Commission Secretary<br>Public Utilities Commission of Ohio<br>180 East Broad Street, 13th Floor |  |  |  |  |  |
|  |  |  |  |  |  |
| Winter Park, FL  | DE Interretence and Local Tariff for Matrix Talacom, Inc. d/h/s Matrix Dusinger  |  |  |  |  |
| 32790-0200   | RE: Interexchange and Local Tariff for Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications |  |  |  |  |
| Tel: 407-740-8575  |  |  |  |  |  |
| Fax: 407-740-0613  | Dear Ms. Jenkins:  |  |  |  |  |
| www.tminc.com  | Enclosed for filing please find the original copy of the replacement Interexchange and Local                                     |  |  |  |  |

Enclosed for filing please find the original copy of the replacement Interexchange and Local tariff and detariffing package submitted on behalf of Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications. The Company respectfully requests an effective date of July 1, 2008.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope.

Any questions you may have regarding this filing may be directed to me at 407-740-3001 or via email to tforte@tminc.com.

Thank you for your assistance with this matter.

Sincerely, U Th Forté

Consultant to Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications

#### TMF/rg

cc: S. Klopack - Matrix file: Matrix - OH IXC tms: OHi0803

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for DETARIFFING AND RELATED ACTIONS

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

| In the Matter of the Application of   | ) | TRF Docket     | 90      | -       |          | TP - TRF                |
|---|---|----------------|---------|---------|----------|-------------------------|
| Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications | ) | Case No.       | 08      |         | 720      | TP - ATA                |
| To Detariff Certain Tier 2 Services and make other changes                                | ) | NOTE: Unless y | ou have | reserve | d a Case | No. leave the "Case No" |
| related to the Implementation of Case No. 06-1345-TP-ORD                                  | ) | fields BLANK   |         |         |          |                         |

| Name of Registrant(s)  | Matrix Telecom, Inc.   |         |              |       |                                       |  |
|--|--|---------|--------------|-------|---------------------------------------|--|
| DBA(s) of Registrant(s)  | Matrix Business Technologies also d/b/a Trinsic Communications |         |              |       |                                       |  |
| Address of Registrant(s)   | 7171 Forest Lane, Suite 700, Dallas, Texas 75230               |         |              |       |                                       |  |
| Company Web Address  | www.matrixbt.com or www.trins                                  | sic.com |              |       |                                       |  |
| Regulatory Contact Person(s)                                     | Scott Klopack  | Phone   | 214-432-1468 | Fax   | 214-432-1576                          |  |
| Regulatory Contact Person's Email Address sklopack@matrixbt.ocom |  |         |              |       |                                       |  |
| Contact Person for Annual Report                                 | Linda Dellaro  | Phone   | 813-233-4517 | Fax   | 813-233-4538                          |  |
| Address (if different from above)                                |  |         |              |       | , , , , , , , , , , , , , , , , , , , |  |
| Consumer Contact Information                                     |  |         |              | Phone | 888-411-0111                          |  |
| Address (if different from above)                                |  |         |              |       |                                       |  |

### Part I – Tariffs

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

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

| <u>Carrier Type</u>  | ILEC | CLEC | 🛛 CTS       |
|--|------|------|-------------|
| Business Tier 2 Services   |      |      |             |
| Residential & Business Toll Services                             |      |      | $\boxtimes$ |
| Other Changes required by Rule (Describe in detail in Exhibit C) |      |      | $\boxtimes$ |

### Part II – Exhibits

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

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

#### Part III. – Attestation

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

### **AFFIDAVIT**

#### Compliance with Commission Rules and Service Standards

I, Thomas M. Forte, am an officer/agent of the applicant corporation, Matrix Telecom, Inc.\* and am authorized to make this statement on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

at (Logation) 2600 Maitland Center Parkway, Suite 300, Maitland, Florida 32751 Executed on (Bate) June 16, 2008 6/16/06 Forte - Consultant to Matrix Telecom, Inc.\*

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

#### **VERIFICATION**

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

6/16/01

<u>Thomas M. Forte - Consultant to Matrix Telecom, Inc.\*</u> Date \*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

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

0r

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

The company is known as Matrix Telecom, Inc. d/b/a Matrix Business Technologies also s/b/a Trinsic Communications.

# MATRIX TELECOM, INC. D/B/A MATRIX BUSINESS TECHNOLOGIES ALSO D/B/A TRINSIC COMMUNICATIONS

# EXHIBIT A

## EXISTING AFFECTED TARIFF PAGES

This Ohio tariff No. 6 issued by Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications, cancels and replaces in its entirety the Ohio P.U.C. Tariff No. 3 issued by Matrix Telecom, Inc.

#### TITLE SHEET

#### OHIO TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for intrastate interexchange telecommunications services provided by Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications, with principal offices at 7171 Forest Lane, Suite 700, Dallas, Texas 75230. This Tariff applies for services furnished within the state of Ohio. This Tariff is on file with the Ohio Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business or their website at www.matrixbt.com.

Issued: May 28, 2008

Issued by:

Effective: May 28, 2008

#### CHECK SHEET

Pages of this Tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

| PAGE  | REVISION |   | PAGE | REVISION |   | PAGE | REVISION |   |
|-------|----------|---|------|----------|---|------|----------|---|
| Title | Original | * | 31   | Original | * | 62   | Original | * |
| 1     | Original | * | 32   | Original | * | 63   | Original | * |
| 2     | Original | * | 33   | Original | * | 64   | Original | * |
| 3     | Original | * | 34   | Original | * | 65   | Original | * |
| 4     | Original | * | 35   | Original | * | 66   | Original | * |
| 5     | Original | * | 36   | Original | * | 67   | Original | * |
| 6     | Original | * | 37   | Original | * | 68   | Original | * |
| 7     | Original | * | 38   | Original | * | 69   | Original | * |
| 8     | Original | * | 39   | Original | * | 70   | Original | * |
| 9     | Original | * | 40   | Original | * | 71   | Original | * |
| 10    | Original | * | 41   | Original | * | 72   | Original | * |
| 11    | Original | * | 42   | Original | * | 73   | Original | * |
| 12    | Original | * | 43   | Original | * | 74   | Original | * |
| 13    | Original | * | 44   | Original | * | 75   | Original | * |
| 14    | Original | * | 45   | Original | * | 76   | Original | * |
| 15    | Original | * | 46   | Original | * | 77   | Original | * |
| 16    | Original | * | 47   | Original | * | 78   | Original | * |
| 17    | Original | * | 48   | Original | * | 79   | Original | * |
| 18    | Original | * | 49   | Original | * | 80   | Original | * |
| 19    | Original | * | 50   | Original | * | 81   | Original | * |
| 20    | Original | * | 51   | Original | * | 82   | Original | * |
| 21    | Original | * | 52   | Original | * | 83   | Original | * |
| 22    | Original | * | 53   | Original | * | 84   | Original | * |
| 23    | Original | * | 54   | Original | * | 85   | Original | * |
| 24    | Original | * | 55   | Original | * | 86   | Original | * |
| 25    | Original | * | 56   | Original | * | 87   | Original | * |
| 26    | Original | * | 57   | Original | * |      |          |   |
| 27    | Original | * | 58   | Original | * |      |          |   |
| 28    | Original | * | 59   | Original | * |      |          |   |
| 29    | Original | * | 60   | Original | * |      |          |   |
| 30    | Original | * | 61   | Original | * |      |          |   |
|       |          |   |      |          |   |      |          |   |

\* - indicates those pages included with this filing

Issued by:

Effective: May 28, 2008

#### APPLICABILITY OF TARIFF

This Tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of interexchange telecommunications services of the Company within the State of Ohio. Only those services, terms and conditions and rates and charges approved by the Ohio Public Utility Commission and contained in this Tariff may be provided to Customers within the State. Filed Tariffs are binding on the Company and no deviation of any kind from the filed Tariff is permitted.

#### ACCESSIBILITY OF TARIFF

This Tariff is on file with the Ohio Public Utility Commission and the Company's principal place of business:

Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications 7171 Forest Lane, Suite 700 Dallas, Texas 75230

These Tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business or their website at www.matrixbt.com. Additionally, copies are available upon request, free of charge, by contacting the Company at 800-282-0242.

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Scott Klopack Vice President and General Counsel 7171 Forest Lane, Suite 700 Dallas, Texas 75230

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#### SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (D) means delete or discontinue
- (I) means change resulting in an increase to a Customer's bill
- (M) means moved from another Tariff location
- (N) means new
- (R) means change resulting in a reduction to a Customer's bill
- (T) means change in text or regulation but no change in rate or charge

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

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#### TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the OPUC. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the OPUC follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i). 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a Tariff filing is made with the OPUC, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets 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 (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the OPUC.

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Matrix Telecom, Inc. network switching center.

Authorization Code - A numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Commission - Ohio Public Utility Commission.

Company, Carrier or Matrix – Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications.

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

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

InterLATA Toll Call - Any call terminating beyond the LATA of the originating caller.

IntraLATA Toll Call - Calls terminating within the LATA of the originating caller.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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#### **SECTION 2 - RULES AND REGULATIONS**

#### 2.1 Undertaking of the Company

This Tariff contains the regulations and rates applicable to intrastate and intraLATA resale telecommunications services provided by Matrix for telecommunications between points within the State of Ohio. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this Tariff. Customers interested in the company's services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service arrangement. The Company does not own any switching, transmission or other physical facilities in Ohio.

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Issued by:

Scott Klopack Vice President and General Counsel 7171 Forest Lane, Suite 700 Dallas, Texas 75230 Effective: May 28, 2008

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

- **2.1.1** The services provided by Matrix are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- **2.1.2** The rates and regulations contained in this Tariff apply only to the resale services furnished by Matrix and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Matrix.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's Tariffed offerings; or when the use of service becomes or is in violation of the law or a provision of this Tariff.
- 2.1.4 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

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Issued by:

Scott Klopack Vice President and General Counsel 7171 Forest Lane, Suite 700 Dallas, Texas 75230 Effective: May 28, 2008

#### 2.2. Use and Limitations of Services

- **2.2.1** Matrix's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- **2.2.2** The use of Matrix's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- **2.2.3** The use of Matrix's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Matrix does not transmit messages, but the services may be used for that purpose.
- **2.2.5** Matrix's services may be denied for nonpayment of charges or for other violations of this Tariff subject to Section 2.5 herein.
- 2.2.6 Customers shall not use the service provided under this Tariff for any unlawful purpose.
- **2.2.7** The Customer is responsible for notifying the Company immediately of any unauthorized use of services.
- **2.2.8** All facilities provided under this Tariff are directly controlled by Matrix Telecom, Inc. and the Customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- **2.2.9** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transfers.

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#### 2.3 Liability of the Company

- **2.3.1** The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- **2.3.2** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- **2.3.4** No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.5 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur. No other liability in any event shall attach to the Company, except as ordered by the Commission.

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#### 2.3 Liability of the Company, (Cont'd.)

- **2.3.6** The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity of any other property whether owned or controlled by the Customer or others.
- **2.3.7** The Company shall not be liable for any indirect, special, incidental, or consequential damages under this Tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- **2.3.8** The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- **2.3.9** Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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#### 2.4 Responsibilities of the Customer or Subscriber

- **2.4.1** The Customer is responsible for placing any necessary orders, for complying with Tariff regulations, and for assuring that users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to authorized users.
- **2.4.2** The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Matrix on the Customer's behalf.
- **2.4.3** If required for the provision of Matrix services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Matrix's services.
- 2.4.5 The Customer shall ensure that its equipment and/or system is properly interfaced with Matrix facilities or services, that the signals emitted into the Matrix network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer in compliance with the criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Matrix will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Matrix equipment, personnel, or the quality of service to other Customers, Matrix may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Matrix may, upon written notice, terminate the Customer's service.

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#### 2.4 Responsibilities of the Customer or Subscriber, (Cont'd.)

- **2.4.6** The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.
- **2.4.7** The Customer must pay for the loss through theft of any Matrix equipment installed at Customer's premises.
- **2.4.8** The Customer or authorized user is responsible for compliance with the applicable regulations set forth in this Tariff.
- **2.4.9** The Customer or authorized user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

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#### 2.5 Cancellation or Discontinuance of Services

**2.5.1** When service to an end-user is disconnected for nonpayment of a bill for service after service has been suspended or failure to make a security deposit after a reasonable time, the Company shall give a least ten (10) days written notice to the end-user of the Company's intent to discontinue service. Notice shall be mailed by the Company to the end-user's address. Notice will be deemed given to the end-user three (3) days after mailing by the Company.

Notices of Disconnection or Notices of Suspension shall contain the following information:

- **A.** The words "NOTICE OF DISCONNECTION" or "NOTICE OF SUSPENSION" or words with the same meaning, in print type larger than the print type of the notice text.
- **B.** Name, address, and telephone number of customer.
- C. Statement of reason for proposed disconnection or suspension of service.
- **D.** The date on or after which service will be disconnected or suspended unless appropriate action is taken.
- **E.** The telephone number of the company where the customer may make an inquiry.
- **F.** Charges and procedures for reconnection or approved charges and procedures to avoid suspension.
- **G.** The address and telephone number of the Commission's Consumer Services Division in print size, which is smaller than the print size, used for the Company's telephone number.

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#### 2.5 Cancellation of Discontinuance of Services, (Cont'd.)

#### 2.5.1 (Cont'd.)

- **H.** A statement that the end-user must contact the Company regarding the disconnection or suspension, prior to contacting the Commission's Consumer Services Division.
- I. Notice of suspension of service relating to past-due amounts shall inform the end-user that the total amount due may include charges for non-deniable and/or not regulated services, which would not cause interruption of local service. The notice must indicate a toll-free telephone number of a service center where questions can be referred and payment arrangements made.
- **2.5.2** Without incurring liability, Matrix may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with Tariff regulations and the proper installation and operation of Customer and Company's equipment and services and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- **2.5.3** Service may be discontinued by Matrix, without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using a call screening method which generates a network message not allowing calls to complete, when Matrix deems it necessary to take such action to prevent unlawful use of its service. Matrix will restore service as soon as it can be provided without undue risk.
- 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

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#### 2.6 Interruption of Service

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing, inspecting, or adjusting, of equipment; or to the failure of channels or equipment provided by the Customer; or to the Company's blocking of services to certain locations; and that is not caused by the Customer, is subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer and connected to the Company's facilities.
- **2.6.2** No credit is allowed in the event that service must be interrupted for less than two hours in order to provide routine service quality or related investigations.
- **2.6.3** Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- **2.6.4** Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- **2.6.6** No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- **2.6.7** The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

CREDIT FORMULA:

Credit ' (A x B) / 720

"A" - outage time in hours "B" - total monthly charge for affected facility

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#### 2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission

#### 2.8 Deposits

The Company does not require a deposit from the Customer.

#### 2.9 Taxes

All federal, state and local taxes, assessments, surcharges, or fees (i.e., gross receipts tax, sales tax, use tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

#### 2.10 Billing and Charges

- **2.10.1** Customers may be billed directly by Matrix or by the local exchange carrier on behalf of Matrix. Billing will be payable upon receipt and will be considered past due if not paid within 15 days.
- **2.10.2** The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

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#### 2.11 Customer Complaints and/or Billing Disputes

- 2.11.1 Customers may contact Matrix's representatives 24 hours a day, 7 days a week at (800) 282-0242, or by writing to Matrix Telecom, Inc., Customer Service Division, P.O. Box 272375, Oklahoma City, OK 73137. You may also contact Matrix's representatives at custserv@matrixvalue.com.
- 2.11.2 Any objection to billed charges should be reported promptly to Matrix. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission to intervene in the billing dispute.
- **2.11.3** In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Consumer Services Division. The Company shall provide the Customer with the following information:

Ohio Public Utility Commission Attn: IAD 180 E Broad St. Columbus, OH 43215-3793 (800) 686-7826

The Company must provide notice to affected end-users of any increased rate of a noncompetitive service at least twenty (20) DAYS PRIOR TO IMPLEMENTATION OF SAID INCREASE. Customer Notice of a rate increase shall comply with applicable commission requirements.

The Company shall provide notice to affected residential customers of any increased rate for a service determined to be competitive, prior to or concurrent with the effective rate increase. Customer Notice of a rate increase shall comply with applicable commission requirements.

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#### 2.12 Reseller/Rebiller Certification

Any Customer that resells or rebills the Matrix services set forth in this Tariff must possess all certifications and authorizations required by the Ohio Public Utility Commission and all other pertinent authorities.

#### 2.13 Prorating

All services have a minimum period of one month and are billed one-month in advance. Monthly Recurring Charges are payable in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.

Services that are ordered prior to the beginning of a billing period will be prorated from the order date to the Customer's applicable billing period.

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#### **SECTION 3 - DESCRIPTION OF SERVICE**

#### 3.1 Timing of Calls

- **3.1.1** The Customer's long distance usage charge is based on the actual usage of Matrix Telecom, Inc.'s network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the called or calling party hangs up. There will be no charges for incomplete calls.
- **3.1.2** The minimum call duration and initial billing period is 60 seconds for all intrastate direct dialed calls unless otherwise specified by this Tariff. Any additional period is measured and rounded to the next higher 60 second increment unless otherwise specified by this Tariff.

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#### 3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4

#### Formula:

**1** 71 1

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

EXAMPLE: Distance between Miami and New York City -

| <u>VH</u>                   |                      |                |
|-----------------------------|----------------------|----------------|
| Miami                       | 8,351                | 529            |
| New York                    | <u>4,997</u>         | <u>1,406</u>   |
| Difference                  | 3,354                | -879           |
| Square and add:             | 11,249,316 + 772,641 | ' 12,021,196   |
| Divide by 10 and round:     | 12,021,597 / 10      | ' 1,202,195.70 |
| ·                           |                      | ' 1,202,196    |
| Take square root and round: | 1,202,196            | · 1,096.4      |
|                             |                      | ' 1,097 miles  |

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#### 3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 95% during peak use periods for all services ("1+" dialing).

#### 3.4 Service Offerings

#### 3.4.1 "1 Plus" Long Distance Service

"1 Plus" Long Distance Service – Is a switched and/or dedicated access service, offering users outbound "1 plus" long distance telecommunications services from points originating and terminating within the state of Ohio.

#### A. M80 – Matrix Elite

This is a switched access service plan which enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 60-second increment. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this Tariff. Customers on this plan are subject to a monthly Carrier Access Fee pursuant to the Rates section of this Tariff. There are no monthly minimums or sign-up fees associated with this product.

#### B. M81 – Matrix Premium

This is a switched access service plan which enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 60-second increment. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this Tariff. Customers on this plan are subject to a monthly Carrier Access Fee pursuant to the Rates section of this Tariff. There are no monthly minimums or sign-up fees associated with this product.

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#### **3.4** Service Offerings, (Cont'd.)

#### 3.4.1 "1 Plus" Long Distance Service, (Cont'd.)

#### C. M82 – Matrix Platinum

This is a switched access service plan which enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 6-second increment for inbound calls and 60-second initial, and additional periods rounded to the next higher 60-second increments for outbound calls. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this Tariff. Customers on this plan are subject to a monthly Carrier Access Fee pursuant to the Rates section of this Tariff. There are no monthly minimums or sign-up fees associated with this product.

#### D. M83 – Matrix Gold

This is a switched access service plan which enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 6-second increment for inbound calls and 60-second initial, and additional periods rounded to the next higher 60-second increments for outbound calls. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this Tariff. Customers on this plan are subject to a monthly Carrier Access Fee pursuant to the Rates section of this Tariff. There are no monthly minimums or sign-up fees associated with this product.

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#### 3.4 Service Offerings, (Cont'd.)

#### 3.4.1 "1 Plus" Long Distance Service, (Cont'd.)

#### E. M84 – Matrix Silver

This is a switched service plan which enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 6-second increment for inbound calls and 60-second initial, and additional periods rounded to the next higher 60-second increments for outbound calls. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this Tariff. Customers are subject to a monthly Carrier Access Fee pursuant to the Rates section of this Tariff. There are no monthly minimums or sign-up fees associated with this product.

### F. M85 – Matrix Value

This is a switched service plan which enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 6-second increment for inbound calls and 60-second initial, and additional periods rounded to the next higher 60-second increments for outbound calls. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this Tariff. Customers are subject to a monthly Carrier Access Fee pursuant to the Rates section of this Tariff. There are no monthly minimums or sign-up fees associated with this product.

#### G. M90 – Matrix Today

This is a switched service plan which enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 6-second increment for inbound calls and 60-second initial, and additional periods rounded to the next higher 60-second increments for outbound calls. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this Tariff. A Carrier Access Fee applies to this product as set forth in the Rates section of this Tariff.

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#### 3.4 Service Offerings, (Cont'd.)

#### 3.4.1 "1 Plus" Long Distance Service, (Cont'd.)

#### H. M91 – Matrix Savings

This is a switched access service plan which his plan enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 30-second initial billing period with additional periods rounded to the next higher 6-second increment. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this Tariff. This plan offers its Customers a calling card service. Calling card calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 60-second increment. Calling Card calls are subject to a per call surcharge as set forth in the Rates section of this Tariff. Customers are also offered a toll-free service with this plan. Toll-free calls are rated on the basis of a 30-second increment. A monthly recurring fee applies to this product as set forth in the Rates section of this Tariff. Calling card and toll-free calls are billed in accordance with the rates set forth in the Rates section of this Tariff and appear on the Customer's monthly long distance bill.

#### I. ML0 – Matrix Home Base 0

This is a switched and/or dedicated access service plan which enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 30-second initial billing period with additional periods rounded to the next higher 6-second increment. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this Tariff. There are no monthly minimums or sign-up fees associated with this product.

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#### 3.4 Service Offerings, (Cont'd.)

#### 3.4.1 "1 Plus" Long Distance Service, (Cont'd.)

#### J. ML1 – Matrix Home Base 1

This is a switched and/or dedicated access service plan which enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 18-second initial billing period with additional periods rounded to the next higher 6-second increment. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this Tariff. There are no monthly minimums or sign-up fees associated with this product.

#### K. ML3 – Matrix Home Base 3

This is a switched and/or dedicated access service plan which enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 6-second initial billing period with additional periods rounded to the next higher 6-second increment. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this Tariff. There are no monthly minimums or sign-up fees associated with this product.

### L. ML6 – Matrix Home Base 6

This is a switched and/or dedicated access service plan which enables Customers to call stations of any domestic phone system. Calls are rated on the basis of a 6-second initial billing period with additional periods rounded to the next higher 6-second increment. Service is accessed by designating Matrix as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the Rates section of this Tariff. Customers on this plan are subject to a monthly minimum fee pursuant to the Rates section of this Tariff. There are no sign-up fees associated with this product.

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#### 3.4 Service Offerings, (Cont'd.)

#### 3.4.2 Calling Card Service

Matrix Calling Card Service permits the caller to charge a principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the U.S. by dialing a toll free number and entering a personal identification code followed by the desired telephone number. Calling Card calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 60 second increment. Calls are billed in accordance with the rates set forth in the Rates section of this Tariff and appear on the Customer's monthly long distance bill. Calling Card calls are subject to a per call surcharge as set forth in the Rates section of this Tariff.

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#### 3.4 Service Offerings, (Cont'd.)

#### 3.4.3 Toll Free Service

Toll Free Service – Is a switched and/or dedicated access service, offering users inbound, toll free long distance telecommunications services from points originating and terminating within the state of Ohio.

#### A. Matrix Toll Free Services

This is a switched access service plan which enables the caller to contact the Customer toll free, through the use of an assigned toll free number. Calls are rated on the basis of a 60-second initial billing period with additional periods rounded to the next higher 60 second increment. Calls are billed in accordance with the rates set forth in the Rates section of this Tariff and appear on the Customer's monthly long distance bill There are no monthly recurring fees, minimums or sign-up charges associated with this product.

#### B. ML0 – Matrix Home Base 0

This is a switched and/or dedicated access service plan which enables the caller to contact the Customer toll free, through the use of an assigned toll free number. Calls are rated on the basis of a 30-second initial billing period with additional periods rounded to the next higher 6 second increment. Calls are billed in accordance with the rates set forth in the Rates section of this Tariff and appear on the Customer's monthly long distance bill. There are no monthly recurring fees, minimums or sign-up charges associated with this product.

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#### 3.4 Service Offerings, (Cont'd.)

#### 3.4.3 Toll Free Service, (Cont'd.)

#### C. ML1 – Matrix Home Base 1

This is a switched and/or dedicated access service plan which enables the caller to contact the Customer toll free, through the use of an assigned toll free number. Calls are rated on the basis of a 18-second initial billing period with additional periods rounded to the next higher 6 second increment. Calls are billed in accordance with the rates set forth in the Rates section of this Tariff and appear on the Customer's monthly long distance bill. There are no monthly recurring fees, minimums or sign-up charges associated with this product.

#### D. ML3 – Matrix Home Base 3

This is a switched and/or dedicated access service plan which enables the caller to contact the Customer toll free, through the use of an assigned toll free number. Calls are rated on the basis of a 6-second initial billing period with additional periods rounded to the next higher 6 second increment. Calls are billed in accordance with the rates set forth in the Rates section of this Tariff and appear on the Customer's monthly long distance bill. There are no monthly recurring fees, minimums or sign-up charges associated with this product.

#### E. ML6 – Matrix Home Base 6

This is a switched and/or dedicated access service plan which enables the caller to contact the Customer toll free, through the use of an assigned toll free number. Calls are rated on the basis of a 6-second initial billing period with additional periods rounded to the next higher 6 second increment. Calls are billed in accordance with the rates set forth in the Rates section of this Tariff and appear on the Customer's monthly long distance bill. Customers on this plan are subject to a monthly minimum fee pursuant to the Rates section of this Tariff. There are no sign-up charges associated with this product.

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#### 3.4 Service Offerings, (Cont'd.)

#### 3.4.4 Audio Conferencing Service

#### A. 1+ Meet-Me

This Plan enables an attendee on a conference call to dial directly into a bridge from a given telephone number. After entering the proper pass code, they are automatically placed into the conference without ever having to speak to an operator. Calls are billed in full minute increments with the rates set forth in the Rates section of this Tariff and appear on the Customer's monthly long distance bill. There are no monthly fees, minimums or sign-up fees associated with this rate plan.

#### **B.** Toll Free Meet-Me

This plan enables an attendee on a conference call to dial directly into the bridge from a given toll free number. After entering the proper pass code, they are automatically placed into the conference without ever speaking to an operator. Calls are billed in full minute increments with the rates set forth in the Rates section of this Tariff and appear on the Customer's monthly long distance bill. There are no monthly fees, minimums or sign-up fees associated with this rate plan.

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## SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

### 3.4 Service Offerings, (Cont'd.)

## 3.4.4 Audio Conferencing Service, (Cont'd.)

## C. Attended 1+ Local Meet-Me

This plan enables an attendee on a conference call to dial a given telephone number. After dialing the given number the attendee is greeted by an operator and placed into the conference. Calls are billed in full minute increments with the rates set forth in the Rates section of this Tariff and appear on the Customer's monthly long distance bill. There are no monthly fees, minimums or sign-up fees associated with this rate plan.

### D. Attended Toll Free Meet-Me

This plan enables an attendee on a conference call to dial a given toll free number (800, 888 or 877). After dialing the given number, the attendee is greeted by an operator and placed into the conference. Calls are billed in full minute increments with the rates set forth in the Rates section of this Tariff and appear on the Customer's monthly long distance bill. There are no monthly fees, minimums or sign-up fees associated with this rate plan.

### 3.5 Individual Case Basis ("ICB") Offerings

The Tariff may not specify the price of a service in the Tariff as ICB. The Company may or may not have an equivalent service in its Tariff on file with the Commission, and the quoted ICB rates may be different than the Tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All Customers have nondiscriminatory access to requesting the service under the ICB rate.

## 3.6 Customized Pricing Arrangements ("CPA") Offerings

The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the Tariffed rates. CPA rates must be provided under contract filed (can be under seal) with the Commission.

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## SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

### 3.7 Special Promotional Offerings

- **3.7.1** Promotional offerings are intended to be limited-duration programs, not to exceed three hundred sixty-five (365) consecutive days, that are beneficial to the targeted and/or qualified customers. Promotional offerings are not intended to replace the reseller's obligation to seek approval of permanent rates and charges.
- **3.7.2** Resellers may, during promotional periods, offer customers special rate incentives. The reseller shall notify the Director of the Public Utility Division, by letter, specifying the service(s) offered, terms of the promotion, location, and dates of each promotion period.
- **3.7.3** Promotional offerings of services that have been determined to be competitive shall become effective on the date specified in the Notice to the Director of the Public Utility Division, which may be dated no earlier than the date the Notice is provided to the Director of the Public Utility Division.
- **3.7.4** Notification of a promotional offering regarding a non-competitive service shall be provided fifteen (15) days prior to the initial offering of the campaign.
- **3.7.5** Any promotional offering of a non-competitive service found not to be in the best interest of the targeted and/or qualified customer(s) will be rejected by the Director of the Public Utility Division and returned to the reseller with a brief explanation of the reason for the rejection. Notice of the rejection will be sent to the applicant within fifteen (15) days after the Commission's receipt of the notification letter.
- **3.7.6** Promotions may be repeated, provided the initial promotion and extension do not exceed three hundred sixty-five (365) consecutive days in length. If the promotion has been offered for three hundred sixty-five (365) consecutive days, then the same promotion cannot be offered for one hundred eighty (180) days from the date the promotion ended.

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## **SECTION 4 - RATES**

### 4.1 "1 Plus" Long Distance Services Rates

### 4.1.1 M80 – Matrix Elite Rates and Charges

Charges are billed on the basis of 60-second initial, and additional 6-second increments for inbound calls and 60-second initial, and additional 60-second increments for outbound calls. Intrastate calls are charged at a switched access rate of \$0.0990 per minute, 24 hours a day, seven days a week.

A Carrier Access Fee in the amount of \$3.84 per month applies to this rate plan.

There are no monthly minimums or sign-up fees.

Calling Cards and Toll-Free Services are available under this rate plan. Rates for these services are as set forth hereinbelow.

### 4.1.2 M81 – Matrix Premium Rates and Charges

Charges are billed on the basis of 60-second initial, and additional 6-second increments for inbound calls and 60-second initial, and additional 60-second increments for outbound calls. Intrastate calls are charged at a switched access rate of \$0.0990 per minute, 24 hours a day, seven days a week.

A Carrier Access Fee in the amount of \$3.84 per month applies to this rate plan.

There are no monthly minimums or sign-up fees.

Calling Cards and Toll-Free Services are available under this rate plan. Rates for these services are as set forth hereinbelow.

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### 4.1 "1 Plus" Long Distance Services Rates, (Cont'd.)

### 4.1.3 M82 – Matrix Platinum Rates and Charges

Charges are billed on the basis of 60-second initial, and additional 6-second increments for inbound calls and 60-second initial, and additional 60-second increments for outbound calls. Intrastate calls are charged at a switched access rate of \$0.0990 per minute, 24 hours a day, seven days a week.

A Carrier Access Fee in the amount of \$3.84 per month applies to this rate plan.

There are no monthly minimums or sign-up fees.

Calling Cards and Toll-Free Services are available under this rate plan. Rates for these services are as set forth hereinbelow.

## 4.1.4 M83 – Matrix Gold Rates and Charges

Charges are billed on the basis of 60-second initial, and additional 6-second increments for inbound calls and 60-second initial, and additional 60-second increments for outbound calls. Intrastate calls are charged at a switched access rate of \$0.0990 per minute, 24 hours a day, seven days a week.

A Carrier Access Fee in the amount of \$3.84 per month applies to this rate plan.

There are no monthly minimums or sign-up fees.

Calling Cards and Toll-Free Services are available under this rate plan. Rates for these services are as set forth hereinbelow.

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## 4.1 "1 Plus" Long Distance Services Rates, (Cont'd.)

## 4.1.5 M84 – Matrix Silver Rates and Charges

Charges are billed on the basis of 60-second initial, and additional 6-second increments for inbound calls and 60-second initial, and additional 60-second increments for outbound calls. Intrastate calls are charged at a switched access rate of \$0.0990 per minute, 24 hours a day, seven days a week.

A Carrier Access Fee in the amount of \$3.84 per month applies to this rate plan.

There are no monthly minimums or sign-up fees.

Calling Cards and Toll-Free Services are available under this rate plan. Rates for these services are as set forth hereinbelow.

## 4.1.6 M85 – Matrix Value Rates and Charges

Charges are billed on the basis of 60-second initial, and additional 6-second increments for inbound calls and 60-second initial, and additional 60-second increments for outbound calls. Intrastate calls are charged at a switched access rate of \$0.0990 per minute, 24 hours a day, seven days a week.

A Carrier Access Fee in the amount of \$3.84 per month applies to this rate plan.

There are no monthly minimums or sign-up fees.

Calling Cards and Toll-Free Services are available under this rate plan. Rates for these services are as set forth hereinbelow.

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### 4.1 "1 Plus" Long Distance Services Rates, (Cont'd.)

#### 4.1.7 M90 – Matrix Today Rates and Charges

Charges are billed on the basis of 60-second initial, and additional 6-second increments for inbound calls and 60-second initial, and additional 60-second increments for outbound calls. Intrastate calls are charged at a switched access rate of \$0.1150 per minute, 24 hours a day, seven days a week.

A monthly recurring fee in the amount of \$3.84 applies to this rate plan.

There are no monthly minimums or sign-up fees.

Calling Cards and Toll-Free Services are available under this rate plan. Rates for these services are as set forth hereinbelow.

### 4.1.8 M91 – Matrix Savings Rates and Charges

Charges are billed on the basis of 30-second initial, and additional 6-second increments. Intrastate calls are charged at a switched access rate of \$0.0990 per minute, 24 hours a day, seven days a week.

Calling cards are made available to Customers on this rate plan. Calling card calls are billed in full minute increments. Intrastate and IntraLATA calls are charged at a rate of \$0.15 per minute, 24 hours a day, seven days a week up to \$20.00. These per minute charges are not billed to the Customer but are free of charge under this plan. The Customer will be billed, however, for a surcharge in the amount of \$0.10 per call. The Customer will be billed for these charges.

Toll-free service is made available to Customers on this rate plan. Toll-free calls are rated on the basis of a 30-second initial billing period with additional periods rounded to the next higher 6-second increment. Intrastate calls are charged at a switched access rate of \$0.0990 per minute, 24 hours a day, seven days a week. There is a monthly recurring fee in the amount of \$1.95 that applies to this service.

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#### 4.1 "1 Plus" Long Distance Services Rates, (Cont'd.)

### 4.1.9 ML0 – Matrix Home Base 0 Rates and Charges

Charges are billed in 30-second initial period with 6-second increments. Intrastate calls are charged at the following rates, 24 hours a day, seven days a week.

| Switched  | \$0.140 per minute |
|-----------|--------------------|
| Dedicated | \$0.089 per minute |

There are no monthly minimums or sign-up fees.

Calling Cards and Toll-Free Services are available under this rate plan. Rates for these services are as set forth hereinbelow.

## 4.1.10 ML1 – Matrix Home Base 1 Rates and Charges

Charges are billed in 18-second initial period with 6-second increments. Intrastate and intraLATA calls are charged at the following rates, 24 hours a day, seven days a week.

| Switched  | \$0.140 per minute |
|-----------|--------------------|
| Dedicated | \$0.089 per minute |

There are no monthly minimums or sign-up fees.

Toll-Free Services are available under this rate plan. Rates for these services are as set forth hereinbelow.

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#### 4.1 "1 Plus" Long Distance Services Rates, (Cont'd.)

### 4.1.11 ML3 – Matrix Home Base 3 Rates and Charges

Charges are billed in 6-second initial period with 6-second increments. Intrastate calls are charged at the following rates, 24 hours a day, seven days a week.

| Switched  | \$0.140 per minute |
|-----------|--------------------|
| Dedicated | \$0.089 per minute |

There are no monthly minimums or sign-up fees.

Toll-Free Services are available under this rate plan. Rates for these services are as set forth hereinbelow.

### 4.1.12 ML6 – Matrix Home Base 6 Rates and Charges

Charges are billed in 6-second initial period with 6-second increments. IntraLATA calls are charged at the following rates, 24 hours a day, seven days a week.

| Switched  | \$0.140 per minute |
|-----------|--------------------|
| Dedicated | \$0.089 per minute |

A monthly minimum fee in the amount of \$9.95 per month applies to this rate plan.

There are no sign-up fees.

Toll-Free Services are available under this rate plan. Rates for these services are as set forth hereinbelow.

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### 4.2 Calling Card Service Rates

## 4.2.1 Dime—Anytime! Calling Card Rates and Charges

Charges are billed in full minute increments. Intrastate calls are charged at a rate of \$0.15 per minute, 24 hours a day, seven days a week.

A Surcharge in the amount of \$0.10 per call applies to this rate plan.

## 4.2.2 Matrix Calling Card Rates and Charges

Charges are billed in full minute increments. Intrastate and IntraLATA calls are charged at a rate of \$0.19 per minute, 24 hours a day, seven days a week.

A Surcharge in the amount of \$0.35 per call applies to this rate plan.

No monthly minimum billing or recurring fee.

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## 4.3 Toll Free Service Rates

#### 4.3.1 Matrix Toll Free Rates and Charges

Charges are billed in full minute increments. Intrastate calls are charged at a switched access rate of \$0.099 per minute, 24 hours a day, seven days a week.

There are no monthly fees, minimums or sign-up fees associated with this Rate Plan.

### 4.3.2 ML0 – Matrix Home Base 0 Rates and Charges

Charges are billed in 30-second initial period with 6-second increments. Intrastate and IntraLATA calls are charged at the following rates, 24 hours a day, seven days a week.

| Switched  | \$0.140 per minute |
|-----------|--------------------|
| Dedicated | \$0.089 per minute |

There are no monthly fees, minimums or sign-up fees associated with this rate plan.

#### 4.3.3 ML1 – Matrix Home Base 1 Rates and Charges

Charges are billed in 18-second initial period with 6-second increments. Intrastate and IntraLATA calls are charged at the following rates, 24 hours a day, seven days a week.

| Switched  | \$0.140 per minute |
|-----------|--------------------|
| Dedicated | \$0.089 per minute |

There are no monthly fees, minimums or sign-up fees associated with this rate plan.

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### 4.3 Toll Free Service Rates, (Cont'd.)

## 4.3.4 ML3 – Matrix Home Base 3 Rates and Charges

Charges are billed in 6-second initial period with 6-second increments. Intrastate and IntraLATA calls are charged at the following rates, 24 hours a day, seven days a week.

| Switched  | \$0.140 per minute |
|-----------|--------------------|
| Dedicated | \$0.089 per minute |

There are no monthly fees, minimums or sign-up fees associated with this rate plan.

### 4.3.5 ML6 – Matrix Home Base 6 Rates and Charges

Charges are billed in 6-second initial period with 6-second increments. Intrastate and IntraLATA calls are charged at the following rates, 24 hours a day, seven days a week.

| Switched  | \$0.140 per minute |
|-----------|--------------------|
| Dedicated | \$0.089 per minute |

A monthly minimum fee in the amount of \$9.95 per month applies to this rate plan

There are no sign-up fees associated with this rate plan.

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### 4.4 Audio Conferencing Rates

#### 4.4.1 1+ Meet-Me Rates and Charges

Charges are billed in full minute increments at a rate of \$0.16 per minute.

There are no monthly fees, minimums or sign-up fees associated with this rate plan.

#### 4.4.2 Toll Free Meet-Me Rates and Charges

Charges are billed in full minute increments at a rate of \$0.25 per minute.

There are no monthly fees, minimums or sign-up fees associated with this rate plan.

#### 4.4.3 Attended 1+ Local Meet-Me Rates and Charges

Charges are billed in full minute increments at a rate of \$0.22 per minute.

There are no monthly fees, minimums or sign-up fees associated with this rate plan.

#### 4.4.4 Attended Toll Free Meet-Me

Charges are billed in full minute increments at a rate of \$0.35 per minute.

There are no monthly fees, minimums or sign-up fees associated with this rate plan.

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## 4.5 Directory Assistance

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

Directory Assistance Charge

Per Intrastate Inquiry \$1.59

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### 4.6 Special Rates

#### 4.6.1 Discount for Hearing Impaired Customers:

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments for individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, a discount for calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will result in the application of the evening rate for calls made during daytime hours and night rates for calls made during evening and night hours. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

#### 4.6.2 **Operator Assistance for Handicapped Persons:**

Operator station surcharges will not be charged by the Company for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

#### 4.6.3 Directory Assistance for Handicapped Persons:

There is no charge for Directory Assistance calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

## 4.6.4 Discount for Telecommunications Relay Service Intrastate Toll Calls

Intrastate toll telecommunications relay service calls will be discounted by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges or surcharges.

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## 4.7 Time Of Day Rate Periods

Day, evening and night/weekend rates apply for the following products based on the following chart:

All Services:

|                            | MON                 | TUES              | WEDS   | THURS | FRI | SAT | SUN |
|----------------------------|---------------------|-------------------|--------|-------|-----|-----|-----|
| 8:00 AM<br>TO<br>5:00 PM*  | DAYTIMI             | E RATE PEF        | RIOD   |       |     |     |     |
| 5:00 PM<br>TO<br>11:00 PM* | EVENING<br>RATE PEI | /NIGHT/WI<br>RIOD | EEKEND |       |     |     |     |
| 11:00 PM<br>TO<br>8:00 AM* |                     |                   |        |       |     |     |     |

## \* to, but not including

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed at the rates in effect in that boundary for each portion of the call.

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## 4.8 Payphone Use Surcharge

An undiscountable payphone use surcharge of \$.99 shall apply to each coinless call which Matrix Telecom, Inc. can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with a Matrix Telecom, Inc. Calling card, collect calls and calls placed to 800 numbers. This charge is in addition to standard Tariffed usage charges and is for the use of the payphone instrument to access Matrix Telecom, Inc.'s service.

## 4.9 Finance Charge and Late Fee

A finance charge in the amount of 1.5% monthly will be charged on any past due balances.

#### 4.10 Return Check Charges

A fee of \$25.00 will be charged for each check returned.

#### 4.11 Reconnection Charge

A reconnection fee of \$20.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

#### 4.12 Employee Concessions

Any employee of the Company in good standing may receive any of the Company's services with a \$20.00 per month credit towards the monthly billing.

### 4.13 Local Exchange Carrier Billing Fee

Should billing be provided by the local exchange carrier on behalf of Matrix, a billing fee in the amount of \$1.50 per month will be added to a Customer's bill.

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## SECTION 5 - TRINSIC PRODUCTS

### 5.1 Trinsic Business Plus Service

Trinsic Business Plus Service is a service for small business Customers.

#### 5.1.1 Trinsic Business Plus Toll Service

Trinsic Business Plus Toll service is available only to Customers of Trinsic Business Plus Local Exchange Service. Calls are billed in six (6) second increments.

|                  | <u>Minimum</u> | Maximum |
|------------------|----------------|---------|
| Rate Per Minute: | \$0.008        | \$0.20  |

## 5.1.2 Trinsic Business Plus Toll Free Service

Trinsic Business Plus Toll Free Service is available to Customers for incoming calls. Service is available only to Customers of Trinsic Business Plus Local Exchange Service. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

| Rate per minute:                                    | <u>Minimum</u><br>\$0.011 | Maximum<br>\$0.20 |
|---|---------------------------|-------------------|
| Monthly Recurring Charge Per toll free access line: | \$0.50                    | \$12.00           |
| Toll Free Service Installation:                     | \$2.00 *                  | \$40.00 *         |
| Vanity Toll Free Number Search:                     | \$2.00                    | \$40.00           |

\* The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company, or if Toll Free Service is included with the initial order for service.

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#### 5.1 Trinsic Business Plus Service, (Cont'd.)

## 5.1.3 Travel Card Service

Trinsic Business Plus Travel Card Service is available to Trinsic Business Plus Local Exchange Service Customers who also purchase Trinsic Business Plus Toll Service. Calls may be made away from the Customer's business location and billed to the business account. Calls are billed in six (6) second increments.

|                  | <u>Minimum</u> | <u>Maximum</u> |
|------------------|----------------|----------------|
| Rate Per Minute: | \$0.011        | \$0.20         |

### 5.1.4 Business Network Service

Business Network Service is an optional service available to Trinsic Business Plus Customers for outbound calling from presubscribed lines. This service allows Trinsic Business Plus Customers presbuscribed to Trinsic for long distance service to call other Trinsic Customers without depleting the call allowance for the plan the Customer has chosen. Call may be made to other Trinsic business Customers or to Trinsic residential Customers. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

|                  | Minimum | Maximum |
|------------------|---------|---------|
| Rate Per Minute: | \$0.011 | \$0.20  |

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### 5.2 Trinsic Travel Card

Customers subscribing to any Trinsic Home Edition Service will receive a Trinsic Travel Card for placing long distance calls while away from home. Calls originate via toll free access code dialing. Calls are billed in sixty (60) second increments with an initial period, for billing purposes, of sixty (60) seconds. There is no per call charge.

Rate per minute:

<u>Minimum</u> \$0.05 Maximum \$0.30

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## 5.3 Operator Assisted Calling

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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# 5.3 Operator Assisted Calling, (Cont'd.)

#### 5.3.1 Rates

| Usage Rates                          |                   |                          |
|--------------------------------------|-------------------|--------------------------|
| Per Minute:                          | Minimum<br>\$0.20 | <u>Maximum</u><br>\$0.36 |
| Per Call Service Charges             |                   |                          |
|                                      | <u>Minimum</u>    | Maximum                  |
| Customer Dialed Calling Card Station | \$0.80            | \$1.70                   |
| Operator Dialed Calling Card Station | \$1.25            | \$2.50                   |
| Collect                              | \$1.25            | \$2.50                   |
| Third Party Billed                   | \$1.25            | \$2.50                   |
| Person to Person                     | \$2.40            | \$4.80                   |

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#### 5.4 Directory Assistance

Directory Assistance is available to Customers of Trinsic. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

Per Call Rate:

<u>Minimum</u> \$0.50 Maximum \$2.00

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## 5.5 TrinsicPVA

TrinsicPVA allows residential customers to access the Company's Personal Voice Assistant (PVA) for call completion and enhanced services such as dialing assistance, contact lists, review of and delivery of emails, voice mail and Follow Me/Find Me, Notify Me and Fast Access service <sup>1</sup>. Access is via toll free number. Service is available 24 hours a day, 7 days a week. Customers may choose a per minute option or prepaid option as follows.

## 5.5.1 Per Minute Option

All calls made through this service will be billed in one (1) minute increments. An interstate Monthly Recurring Charge applies to this service in addition to usage.

## 5.5.2 PVA Prepaid Option

Service includes 200 minutes of PVA platform time, which may be used for outbound calling as well as access to PVA features. Access is via toll free number. Service expires 90 days after activation. Customers will receive a voice interrupt message 1 minute prior to the end of the 200 minute allowance notifying them that their allowance is about to expire. The Customer will also be voice prompted when access their PVA with the number of minutes remaining. additional service is available through recharging in 100 minute increments. There is no limit to the number of recharges for this product. International calling is not available through this service.

Voice mail, review and delivery of emails, Follow Me/Find Me, Notify Me and Fast Access services are not regulated by the Commission.

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### 5.5 TrinsicPVA, (Cont'd.)

## 5.5.3 Special Edition Prepaid Option

Service includes 500 minutes of inbound and outbound calling, as well as use of PVA features and expires 90 days after activation. Access is via personal 800 services. Customers will receive a voice interrupt message 1 minute prior to the end of the 500 minute call allowance notifying them that their minute allowance is about to expire. The Customer will also be voice prompted when accessing their PVA with the number of minutes remaining. Additional service is available through recharging in 100 minute increments. There is no limit to the number of recharges for this product. International calling is not available through this service.

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## 5.6 TrinsicLONG DISTANCE 500 Service

TrinsicLONG DISTANCE 500 Service is a presubscribed service providing outbound calling for residential customers. The service also provides access to the Company's Personal Voice Assistant Service (PVA) for call completion and enhanced services such as dialing assistance, contact lists, review of and delivery of emails <sup>1</sup>. The service includes a monthly call allowance of combined intrastate and interstate toll calling of 500 minutes and Member to Member calling at no charge. Calls placed above the call allowance will be billed in one (1) minute increments rates. Customers are provided a toll free number for placing calls while away from home and the same rates and call allowance applies. An interstate Monthly Recurring Charge applies to this service in addition to usage.

Contact lists and review of delivery of emails not services regulated by the Commission.

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#### 5.7 Trinsic LONG DISTANCE Service

Trinsic LONG DISTANCE Service is a presubscribed service providing outbound calling for residential Customers. The service also provides access to the Company's Personal Voice Assistant Service (PVA) for call completion and enhanced services such as dialing assistance, contact lists, review of and delivery of emails as well as VoiceMail, Find Me and Notify Me functions.<sup>1</sup> Calls are billed in one (1) minute increments. Customers are provided a toll free number for placing calls while away from home, and the same rates apply. An interstate Monthly Recurring Charge applies to this service in addition to usage.

#### 5.8 Trinsic Business Long Distance with PVA

Trinsic Business Long Distance with PVA is a presubscribed long distance service providing outbound calling for business Customers. The service also provides access to the Company's Personal Voice Assistant enhanced service platform for call completion and enhanced services such as dialing assistance, contact lists, voice mail, and review of and delivery of emails, as well as Find Me and Notify Me functions <sup>1</sup> Calls are billed in six (6) second increments. Customers are provided a toll free number for placing calls while away from the office, and the same rates apply.

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<sup>&</sup>lt;sup>1</sup> Contact lists, review of and delivery of emails, VoiceMail, Find Me and Notify Me are not services or features regulated by the Commission.

#### 5.9 Trinsic 800 Service

Trinsic 800 Service provides customers with a personal toll free telephone number with which to access the company's travel card platform and Personal Voice Assistant (PVA) enhanced services. Voice mail is included with this service as are the enhanced features Find Me, Notify Me<sup>-1</sup>.

This service may be purchased on a stand-alone basis without the purchase of any other Trinsic service. In addition, the service is available as an add-on to existing Trinsic Unlimited Service, TrinsicHOME Basic with PVA and TrinsicHOME Select with PVA services.

Customers will use their personal toll free number to access the Company's travel card and PVA platform. End users wishing to contact the Customer or leave a message for the customer may do so through the Trinsic 800 Service.

A call allowance of 120 minutes of inbound and/or outbound calling is included with this service. Calls above the call allowance will be billed in sixty (60) second increments. An interstate Monthly Recurring Charge applies to this service in addition to usage.

This service Tariffed under Option 2 in compliance with disconnection procedures in Rule 4901:1-5-17 of the Ohio Administrative Code.

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<sup>&</sup>lt;sup>1</sup> Contact lists, review of and delivery of emails, VoiceMail, Find Me and Notify Me are not services or features regulated by the Commission.

## 5.10 Trinsic LONG DISTANCE Essential

Trinsic LONG DISTANCE Essential is a presubscribed service providing outbound calling for residential Customers. An interstate Monthly Recurring Charge applies to this service in addition to usage.

Customers may request an optional toll free number, which terminates at the Customer's telephone number, with a call allowance of 60 minutes of domestic inbound calling for an additional monthly recurring charge. Calls are billed in one (1) minute increments.

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#### 5.11 Current Price List

5.11.1 Trinsic Travel Card Service

Calls are billed in sixty (60) second increments with an initial period, for billing purposes, of sixty (60) seconds. There is no per call charge.

Rate per minute:

\$0.20

#### 5.11.2 Operator Assisted Calling

Usage Rates

Usage for Long Distance Operator Service calls will be billed at the rate in effect for the presubscribed service purchased by the Customer.

|  | Per Call Service Charges |
|--|--------------------------|
| Customer Dialed Calling Card - Automated | \$0.50                   |
| Operator Assisted Calling Card           | \$1.25                   |
| Operator Station Collect                 | \$1.10                   |
| Third Party Billed                       | \$1.50                   |
| Person-to-Person                         | \$3.00                   |

### 5.11.3 Directory Assistance

Directory Assistance is available to Customers of Trinsic. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Per Call Rate:

\$0.95

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### 5.11 Current Price List, (Cont'd.)

#### 5.11.4 Trinsic Business Plus Toll Service

### A. Trinsic Business Plus Toll Service

Trinsic Business Plus Toll service is available only to Customers of Trinsic Business Plus Local Exchange Service. Calls are billed in six (6) second increments.

Rate Per Minute: \$0.035

## B. Trinsic Business Plus Toll Free Service

Calls are billed in six (6) second increments. Rates are not mileage or time-ofday sensitive. A Monthly Recurring Charge applies in addition to usage rates.

| Rate per minute:                                    | \$0.045   |
|---|-----------|
| Monthly Recurring Charge Per toll free access line: | \$3.00    |
| Toll Free Service Installation:                     | \$20.00 * |
| Vanity Toll Free Number Search:                     | \$9.99    |

\* The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company, or if Toll Free Service is included with the initial order for service.

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## 5.11 Current Price List, (Cont'd.)

### 5.11.4 Trinsic Business Plus Toll Service, (Cont'd.)

## C. Travel Card Service

Trinsic Business Plus Travel Card Service is available to Trinsic Business Plus Local Exchange Service Customers who also purchase Trinsic Business Plus Toll Service. Calls may be made away from the Customer's business location and billed to the business account. Calls are billed in six (6) second increments.

Rate Per Minute:

\$0.045

### D. Business Network Service

Business Network Service is an optional service available to Trinsic Business Plus Customers for outbound calling from presubscribed lines. This service allows Trinsic Business Plus Customers presbuscribed to Trinsic for long distance service to call other Trinsic Customers without depleting the call allowance for the plan the Customer has chosen. Call may be made to other Trinsic business Customers or to Trinsic residential Customers. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

Rate Per Minute:

\$0.039

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## 5.11 Current Price List, (Cont'd.)

## 5.11.5 TrinsicPVA

## A. Per Minute Option

All calls made through this service will be billed in one (1) minute increments. An interstate Monthly Recurring Charge applies to this service in addition to usage.

Rate Per Minute: \$0.069

## B. PVA Prepaid Option

| Service Price:   | \$9.95 |
|--|--------|
| Recharge for each 100 minutes                                    | \$9.95 |
| PVA DA access is charged at 5 minutes of usage per instance      |        |
| Payphone Surcharge is charged at 5 minutes of usage per instance |        |

### C. Special Edition Prepaid Option

| Service Price:   | \$19.95 |
|--|---------|
| Recharge for each 100 minutes                                    | \$9.95  |
| PVA DA access is charged at 5 minutes of usage per instance      |         |
| Payphone Surcharge is charged at 5 minutes of usage per instance |         |

### 5.11.6 TrinsicLONG DISTANCE 500 Service

Calls placed above the call allowance will be billed in one (1) minute increments rates. Customers are provided a toll free number for placing calls while away from home and the same rates and call allowance applies. An interstate Monthly Recurring Charge applies to this service in addition to usage.

| Call Allowance:                                  | 500 minutes |
|--|-------------|
| Direct dial rate per minute above call allowance | \$0.049     |
| PVA rate per minute above call allowance:        | \$0.049     |

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### 5.11 Current Price List, (Cont'd.)

#### 5.11.7 Trinsic LONG DISTANCE Service

Trinsic LONG DISTANCE Service is a presubscribed service providing outbound calling for residential Customers. The service also provides access to the Company's Personal Voice Assistant Service (PVA) for call completion and enhanced services such as dialing assistance, contact lists, review of and delivery of emails as well as VoiceMail, Find Me and Notify Me functions.<sup>1</sup> Calls are billed in one (1) minute increments. Customers are provided a toll free number for placing calls while away from home, and the same rates apply. An interstate Monthly Recurring Charge applies to this service in addition to usage.

\$0.035

| Direct Dial rate per minute:                 | \$0.049 |
|--|---------|
| Call completion through PVA Rate Per Minute: | \$0.049 |

### 5.11.8 Business Long Distance with PVA

Rate per minute:

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<sup>&</sup>lt;sup>1</sup> Contact lists, review of and delivery of emails, VoiceMail, Find Me and Notify Me are not services or features regulated by the Commission.

### 5.11 Current Price List, (Cont'd.)

## 5.11.9 Trinsic 800 Service

A call allowance of 120 minutes of inbound and/or outbound calling is included with this service. Calls above the call allowance will be billed in sixty (60) second increments.

| Rate Per minute above 120 Minute Call Allowance: | \$0.069 |
|--|---------|
|--|---------|

# 5.11.10 Trinsic LONG DISTANCE Essential

Calls are billed in one (1) minute increments.

| Direct Dial rate per minute: | \$0.049 |
|------------------------------|---------|
| Toll Free rate per minute    | \$0.049 |

\* This service Tariffed under Option 2 in compliance with disconnection procedures in Rule 4901:1-5-17 of the Ohio Administrative Code.

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### SECTION 6 – TRINSIC GRANDFATHERED SERVICES DESCRIPTIONS

#### 6.1 Long Distance Services

### 6.1.1 Standard LD\*\*

Standard LD is an outbound long distance calling plan available to residential Customers, except USAA affiliate subscribers, of Trinsic Complete 250, Trinsic Complete 50 and Trinsic Complete Plus. Calls are billed in one (1) minute increments. Partial minutes are rounded up to the next whole minute.

### 6.1.2 LD Standard (S)\*\*

LD Standard (S) is an outbound long distance calling plan available to USAA affiliate subscribers of Trinsic Complete 250, Trinsic Complete 50 and Trinsic Complete Plus. Calls are billed in one (1) minute increments. Partial minutes are rounded up to the next whole minute.

### 6.1.3 Standard LD – Complete Unlimited\*\*

Standard LD – Complete Unlimited is an outbound long distance calling plan available to residential Customers of Trinsic Complete Nation and Trinsic Complete Nation II. Calls are billed in one (1) minute increments. Partial minutes are rounded up to the next whole minute.

### 6.1.4 Long Distance – Complete\*\*

Long Distance - Complete is an outbound long distance calling plan available to business Customers of Trinsic Complete Local for Business. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

### 6.1.5 Long Distance – Unlimited\*\*

Long Distance - Unlimited is an outbound long distance calling plan available to business Customers of Trinsic Complete Nation for Business and Trinsic Complete Premium for Business. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

#### \*\* This service grandfathered effective February 1, 2006 and is available to existing Customers only.

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## SECTION 7 - TRINSIC GRANDFATHERED SERVICES PRICE LIST

### 7.1 Long Distance Services

## 7.1.1 Standard LD\*\*

Calls are billed in one (1) minute increments. Partial minutes are rounded up to the next whole minute.

| IntraLATA, per minute:  | \$0.07 |
|-------------------------|--------|
| Intrastate, per minute: | \$0.07 |

#### 7.1.2 LD Standard (S)\*\*

Calls are billed in one (1) minute increments. Partial minutes are rounded up to the next whole minute.

| IntraLATA, per minute:  | \$0.0649 |
|-------------------------|----------|
| Intrastate, per minute: | \$0.0649 |

### 7.1.3 Standard LD - Complete Unlimited\*\*

Calls are billed in one (1) minute increments. Partial minutes are rounded up to the next whole minute.

| IntraLATA, per minute:  | 0.00   |
|-------------------------|--------|
| Intrastate, per minute: | \$0.00 |

#### 7.1.4 Long Distance - Complete\*\*

Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

| IntraLATA, per minute:  | \$0.07 |
|-------------------------|--------|
| Intrastate, per minute: | \$0.07 |

#### 7.1.5 Long Distance – Unlimited\*\*

Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

| IntraLATA, per minute:  | \$0.00 |
|-------------------------|--------|
| Intrastate, per minute: | \$0.00 |

\*\* This service grandfathered effective February 1, 2006 and is available to existing Customers only.

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### 8.1 Time of Calls

### 8.1.1 Usage

The customer's long distance usage is based on the actual usage. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizes audio tone detection. A call is terminated and the charges end when either party hangs up.

### 8.1.2 Time Periods

The customer's long distance usage charge is based on the day and time the originating party makes the call.

### 8.2 Distance Sensitivity

The Company's charges are based on the airline distance between rate centers located within the State of Ohio.

### 8.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

### Formula:

$$\sqrt{\frac{\left(V_1 - V_2\right)^2 + \left(H_1 - H_2\right)^2}{10}}$$

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### 8.4 Service Descriptions

### 8.4.1 First Touch - Touch 1 Basic Service - 1+ Access (Where Available)

This is a toll service that enables the subscriber to call stations of any domestic phone system in Ohio. Partial minutes are rounded to the next whole minute and are individually rated on the basis of distance, duration and time of day/day of the week. Service is accessed by designating Touch 1 Communications, Inc. as the long distance carrier, and dialing 1+ the called number. Rates are set forth in the rates section of this Tariff. There is no monthly charge or sign-up fee associated with this product.

A. First Touch Plus is a variation of Touch I's First Touch plan. This program offers customers an additional 15% off First Touch intrastate and interlata rates for all 1+ direct dialed calls that terminate within the state of Ohio. All calls will be billed with a one minute minimum and full minute increments thereafter. Partial minutes will be rounded to the next higher minute. No additional volume discounts apply. Standard times for Day, Evening, and Night/Weekend calling periods apply. There are no sign up fees, or monthly charges associated with this product.

### 8.4.2 Simply the Best

A variation of First Touch, Simply the Best offers the customer a flat rate per minute for calls placed during the hours of 8 am - 5 pm Monday through Friday. Calls placed during all other rate periods are billed at a further reduced flat rate. Customers may place calls 24 hours a day, seven days a week. Rates are set forth in the rates section of this Tariff. There is no monthly charge of sign-up fee associated with this product.

### 8.4.3 1 Rate

A variation of Business Touch, 1 Rate is a toll service that offers the business subscriber a flat rate per minute for calls placed at any hour of the day. Calls have a thirty (30) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. Customers may place calls 24 hours a day, seven days a week. The flat rate is set forth in the Rates section of this Tariff. There is no monthly charge or sign-up fee associated with this product.

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### 8.4 Service Descriptions, (Cont'd.)

#### 8.4.4 "Simply Better"

Customers may place calls 24 hours a day, seven days a week. This product offers the customer a flat rate per minute for calls placed during the hours of 7 am - 7 pm, Monday through Friday. Calls placed during the hours of 7 pm - 7 am Monday through Friday and all hours Saturday and Sunday are billed at a further reduced flat rate. Rates are set forth in the Rates Section of this Tariff. There is no monthly charge or sign-up fee associated with this product.

### 8.4.5 Customer Account Coding

This is an optional feature available to customers who desire internal accounting abilities. A three or four digit number (with or without a name) may be assigned to an account. Rates are set forth in the Rates and section of this Tariff. There is an optional monthly charge but no sign-up fee associated with this feature.

### 8.4.6 Ultimate Advantage

A variation First Touch, this discount option provides a discount schedule to be applied against all intrastate "First Touch" call usage. A volume discount will be given to customers who have eligible long distance usage. The volume discount applied will be as follows:

| Call Usage       | Discount Rate |
|------------------|---------------|
| \$0.00 -\$9.99   | 2%            |
| \$10.00 -\$24.99 | 12%           |
| \$25.00 +        | 27%           |

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### 8.4 Service Descriptions, (Cont'd.)

### 8.4.6 Ultimate Advantage, (Cont'd.)

The long distance usage to be applied in attaining the thresholds will be direct dial domestic, international and calling card usage; however only direct dial domestic calls will be eligible for the volume discount. Directory Assistance will not be included to attain the threshold nor will be eligible to receive the volume discount. The discount will be applied to the customer's account following the completion of a calendar month. Rates are set forth in the rates section of the Tariff. There is no sign up fee or monthly charge associated with this service.

### EXAMPLE:

Calls placed from April 1 through April 30:

| EX: 1 | Direct Dialed Domestic calls<br>International Calls<br>Calling Card calls<br>Directory Assistance<br>Total<br>Total applied to threshold<br>Volume Discount \$20.50 x 12% = | 20.50<br>2.00<br>1.50<br><u>0.00</u><br>24.00<br>24.00<br>224.00<br>2.46 |
|-------|---|--|
| EX: 2 | Direct Dialed Domestic calls<br>International calls<br>Calling Card calls<br>Directory Assistance<br>Total<br>Total applied to threshold<br>Volume Discount \$50.00 x 27% = | 50.00<br>4.50<br>0.00<br>3.50<br>58.00<br>54.50<br>13.50                 |

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### 8.4 Service Descriptions, (Cont'd.)

### 8.4.7 Business Touch

This is toll service that enables the business subscriber to call stations of any domestic telephone system. Calls have a thirty (30) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. Calls are individually rated on the basis of duration and time of day/day of week. Rates are set forth in the rates section of this Tariff. There is no monthly charge or sign-up fee associated with this product.

### A. Business Touch Volume Discount

A volume discount will be given to business customers who have eligible long distance usage each calendar month. Domestic and International DDD calls and calling card usage will be included to attain the \$ threshold but only the Domestic DDD call usage will be eligible to receive the volume discount. Directory Assistance will not be included to attain the threshold nor will it be eligible to receive the volume discount.

Discount rates and thresholds are set forth below. The volume discount will be applied to the customer's account following completion of calendar month.

| BUSINESS TOUCH VOLUME DISC | COUNT CHART |
|----------------------------|-------------|
| \$0.00-\$24.99             | 25%         |
| \$25.00 -\$99.99           | 30%         |
| \$100.00 -\$199.99         | 35%         |
| \$200.00 +                 | 40%         |
| DISCOUNT CALCULATED RETR   | ROACTIVELY  |

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### 8.4 Service Descriptions, (Cont'd.)

### 8.4.8 Touch 1 Travel Card

This is an optional feature that enables the Touch 1 Travel Card Customer to place long distance calls from anywhere to anywhere within the state of Ohio. Residential customer's calls are individually rated at a flat rate per minute and rounded up to the next whole minute. Business customer's calls are rated at the same flat rate per minute with a 30 second minimum and partial minutes of a call are rounded up to the next 1/10th of a minute (6 seconds) thereafter. Service is accessed via toll free service and Personal Authorization Code. This service offers access to additional calling features.

- **A.** Information Services -offers the customer the latest news events, checks the weather, gets sports scores and financial updates, checks horoscopes, and provides the latest information on soap operas.
- **B.** Conference Calling -Allows the customer to add up to three additional parties to a call by touching a key and dialing the party's number. There is a per minute charge per additional party. There are no live operator charges and delays.
- **C.** Travel and Concierge Service -Allows the customer to obtain airline, dinner, lodging, car, or limousine reservations. The customer can also acquire information on special events and check golf course and tee times. Flower delivery and wake-up calls are also available with this service. The customer also has access to emergency medical or legal referrals and assistance.

A surcharge will apply to the first minute of each call. Rates and charges are set forth in the rates section of this Tariff.

### 8.4.9 "Pure and Simple"

"Pure and Simple" is a toll service that offers the subscriber a flat rate per minute for calls placed at any hour of the day. Calls are billed in full minute increments. Customers may place calls 24 hours a day, seven days a week. Rates are set forth in the rates section of this Tariff. There is no monthly charge or sign-up fee associated with this product.

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### 8.4 Service Descriptions, (Cont'd.)

### 8.4.10 Personal Touch 800/888 Service

Personal Touch 800/888 Service provides a customer with an 800/888 telephone number for use within the continental U.S. 24 hours a day, seven days a week. Personal Touch 800/888 Service calls originated by users dialing the Customer's 800/888 number will be terminated to the Customer's designated location.

Customers may also, upon request, receive calls from Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands and Canada. There is no installation charge or monthly subscription fee for the service. Rates are set forth in the Rates Section of this Tariff.

### A. Assignment and Reservation of 800 Numbers

- 1. The Company in conjunction with its Responsible Organization (Resp. Org.) will reserve, assign, activate or change 800 numbers for a Customer and will administer 800 numbers in accordance with customary industry standards and practices, and the terms of this Tariff and effective procedures of the 800 Service Management System (SMS/800).
- 2. The Company reserves the right to recover Personal Touch 800/888 Service in the event that service is not actually and substantially used within a 90-day period. The Company will provide the Customer with notice of such recovery no less than 30 days following receipt of notice. At which time the Company will release the 800 number to the pool of numbers available for assignment.

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### 8.4 Service Descriptions, (Cont'd.)

### 8.4.10 Personal Touch 800/888 Service, (Cont'd.)

### A. Assignment and Reservation of 800 Numbers, (Cont'd.)

- **3.** If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800 service to another carrier (e.g., "porting" of the 800 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.
- 4. If Touch 1 is notified by the Local Exchange Carrier that a customer's local service has been disconnected, the customer must notify Touch 1 of this change within 30 days or the service will be discontinued.

### B. Personal Touch 800/888 + Personal Identification Number (PIN)

Personal Touch 800/888 + PIN is based on a security code assigned to the customer by the company. This service provides 800 numbers shared by more than one customer, whereby individual customers are identified by a unique Personal Identification Number (PIN). The PIN may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in Section 8, the Company will only honor customer requests for change in Resp Org or 800 service provider for 800 numbers dedicated to the sole use of that single customer.

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### 8.4 Service Descriptions, (Cont'd.)

### 8.4.11 First Touch Flat

First Touch Flat is a toll service that offers the subscriber a flat rate per minute for calls placed at any hour of the day within the state of Ohio. Calls are billed in full minute increments with partial minutes rounded to the next higher minute. Customers may place calls 24 hours a day, seven days a week. Rates are set forth in the rates section of this Tariff. There are no sign up fees or monthly charges associated with product.

### 8.4.12 Directory Assistance Service

Directory Assistance service is provided by the Company's underlying carrier. Directory Assistance is rated and billed by the Company. Rates are set forth in the Rates section of this Tariff.

### 8.4.13 First Touch Select

This is an outbound toll service for calls placed within the state Ohio. Calls are billed in one minute increments with partial minutes rounded to the next higher minute. Rates do not apply to directory assistance or operator assisted calls. There is a nonrefundable monthly charge for this service. The rates are set forth in the rates section of this Tariff.

### 8.4.14 Select Savings

This is an outbound toll service for calls placed within the state Ohio. Calls are billed in one minute increments with partial minutes rounded to the next higher minute. Rates do not apply to directory assistance or operator assisted calls. There is a nonrefundable annual charge for this service payable in advance. The rates are set forth in the rates section of this Tariff.

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### 8.4 Service Descriptions, (Cont'd.)

### 8.4.15 First Touch Prime

This is an outbound toll service that offers the subscriber a flat rate per minute for calls placed at any hour of the day within the state of Ohio. Calls have a thirty (30) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. Rates are set forth in the Rates section of this Tariff.

### 8.4.16 First Touch Preferred

This is an outbound toll service that offers the subscriber a flat rate per minute for calls placed at any hour of the day within the state Ohio. Calls have a thirty (30) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. There is a nonrefundable monthly charge for this service. Rates are set forth in the Rates section of this Tariff.

### 8.4.17 Preferred Plus

This is an outbound toll service that offers the subscriber a flat rate per minute for calls placed at any hour of the day within the state of Ohio. Calls have a thirty (30) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. There is a nonrefundable annual charge for this service payable in advance. Rates are set forth in the Rates section of this Tariff.

### 8.4.18 Prime Touch

This service provides the customer with an 800/888/877 telephone number for receiving calls at any hour of the day from within the state of Ohio.

Calls are billed in full minute increments with partial minutes rounded to the next higher minute. (Refer to Section 8.4.10 for Assignment and Reservation of 800/888 Number, Personal Identification Number (PIN), and 800/888 Directory Assistance Listing.)

Rates are set forth in the Rates section of this Tariff.

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### 8.4 Service Descriptions, (Cont'd.)

### 8.4.19 Twilight Time-Common Cents

This product is a toll service for customers to place calls within the state of Ohio 24 hours a day, 7 days a week. This product offers customers a single flat rate per minute. Calls are billed in one minute increments with partial minutes rounded to the next higher minute. Rates do not apply to directory assistance or operator assisted calls. There is a nonrefundable monthly fee for this service.

### 8.4.20 Z-Line LD

Z-Line LD allows residential customers to dial 1+ for domestic long distance calling. Customers have choice to dial 1+ or they may dial a toll-free number to access a Personal Voice Assistance (PVA). PVA is an enhanced, voice activated service. In this mode, provided at no additional charge, customers can receive dialing assistance to make calls, send emails and create personal contact lists. Z-Line LD has a monthly recurring fee and outbound calls (1+ and those initiated through PVA) are rated and billed at a flat rate per minute. Partial minutes of a call are rounded up to the next full minute. See rates section of the Tariff.

### 8.4.21 First Touch Flat II

First Touch Flat II is a toll service that offers the subscriber a flat rate per minute for calls placed at any hour of the day within the state of Ohio. Calls are billed in full minute increments with partial minutes rounded to the next higher minute. Customers may place calls 24 hours a day, 7 days a week. Rates are set forth in the rates section of this Tariff. There are no sign up fees or monthly charges associated with product.

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### 8.4 Service Descriptions, (Cont'd.)

### 8.4.22 Select Weekends

This an outbound toll service for calls placed within the state of Ohio. Calls are billed in one minute increments with partial minutes rounded to the next higher minute. Rates do not apply to directory assistance or operator assisted calls. There is a nonrefundable monthly charge for this service. Rates are set forth in the rates section of this Tariff.

### 8.4.23 Preferred Weekends

This is an outbound toll service that offers the subscriber a flat rate per minute for calls placed at any hour of the day within the state of Ohio. Calls have a thirty (30) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. There is a nonrefundable monthly charge for this service. Rates are set forth in the Rates and Charges section of this Tariff.

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### 8.5 Rates

### 8.5.1 Usage Charges

Each customer is charged individually for each call placed through the Carrier. Rate may vary by mileage band, time of day, day of week, call duration and by product or service type.

### 8.5.2 Rate Periods

Day, Evening, and Night/Weekend rate periods apply to 1+ Dial-Up Service. The rates apply for all days of the week including holidays. The Day rate period is 8:00 AM to, but not including, 5:00 PM, Monday through Friday. The Evening rate period is 5:00 PM to, but not including, 11:00 PM Monday through Friday and 5:00 PM to, but not including, 11: 00 PM Sunday. The Night/Weekend rate period is 11:00 PM to, but not including, 8:00 AM Monday through Sunday, all day Saturday, and from 8:00 AM to, but not including, 5:00 PM Sunday. (Excluding "Simply Better")

### 8.5.3 Holiday Rates

New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Thanksgiving Day and Christmas Day the Evening rate apply from 8:00 am to 5:00 pm in lieu of regular rates, if holiday falls on a weekday.

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## 8.5 Rate, (Cont'd.)

### 8.5.4 First Touch - Touch 1 Basic Service-1+ Access (Where Available)

### A. Touch 1 Basic Service Call Charges: Intrastate Long Distance Rates

|                | Day Rates |            | Evening Rates  |            | Night/Weekend Rates |            |
|----------------|-----------|------------|----------------|------------|---------------------|------------|
| <u>Mileage</u> | Initial   | Each Add'l | <u>Initial</u> | Each Add'l | Initial             | Each Add'l |
| 1-10           | \$0.1500  | \$0.1000   | \$0.1100       | \$0.0600   | \$0.0800            | \$0.0400   |
| 11-22          | \$0.1600  | \$0.1200   | \$0.1200       | \$0.0900   | \$0.0900            | \$0.0600   |
| 23-55          | \$0.1900  | \$0.1500   | \$0.1300       | \$0.1100   | \$0.1000            | \$0.0800   |
| 56-124         | \$0.2100  | \$0.1700   | \$0.1300       | \$0.1200   | \$0.1200            | \$0.1000   |
| 125+           | \$0.2200  | \$0.1800   | \$0.1300       | \$0.1300   | \$0.1200            | \$0.1100   |

Partial minutes are rounded to the next whole minute.

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### 8.5 Rate, (Cont'd.)

### 8.5.5 Simply the Best

Simply the Best customers may place calls 24 hours a day, seven days a week. Calls placed between 8:00 am and 5:00 pm Monday through Friday, will be priced at \$0.199 per minute. Calls placed during any other time period will be priced at \$0.114 per minute. There is no monthly charge or sign-up fee associated with this product.

### 8.5.6 Ultimate Advantage

"Ultimate Advantage" provides customer a discount schedule to be applied to intrastate "First Touch" – Touch 1 Basic Service. Calls are rounded to the next whole minute and are individually rated on the basis of the distance, duration, and time of day/day of week. See Section 8.5.4 for "First Touch" rates.

### 8.5.7 Business Touch

This is a toll service that enables the business subscriber to call stations of any domestic telephone system. Calls have a thirty (30) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. Calls are individually rated on the basis of duration and time of day/day of week. There is no monthly charge or sign-up fee associated with this product. (Rates are set forth below.)

|          | BUSINESS TOUCH INTRASTATE RATES (Flat Rate) |              |
|----------|---|--------------|
| PEAK     | OFF-PEAK                                    |              |
| Day      | Evening                                     | <u>Night</u> |
| \$0.1650 | \$0.1330                                    | \$0.1330     |

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### 8.5 Rate, (Cont'd.)

### 8.5.8 "1 Rate"

A variation of "Business Touch," "1 Rate" is a toll service that offers the business subscriber a flat rate per minute for calls placed at any hour of the day. Calls have a thirty (30) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. Customers may place calls 24 hours a day, seven days a week. Those calls will be priced at \$0.155 per minute peak/off peak. There is no monthly charge or sign-up fee associated with this product.

### 8.5.9 Simply Better

Customers may place calls 24 hours a day, seven days a week within the state of Ohio. This product offers the customer a flat rate per minute for calls placed during the hours of 7 am - 7 pm, Monday through Friday. Calls placed during the hours of 7 pm - 7 am Monday through Friday and all hours Saturday and Sunday are billed at a further reduced flat rate. There is no monthly charge or sign-up fee associated with this product. Rates are set forth below:

| \$0.172/min. | 7:00 am -7:00 pm, Monday through Friday                           |  |  |  |
|--------------|---|--|--|--|
| \$0.095/min. | 7:00 pm - 7:00 am, Monday through Friday and all day Saturday and |  |  |  |
|              | Sunday  |  |  |  |

### 8.5.10 Pure and Simple

Pure and Simple is a toll service that offers the subscriber a flat rate per minute for calls placed at any hour of the day. Calls are billed in full minute increments. Customers may place calls 24 hours a day, seven days a week. Those calls will be priced at \$0.13 per minute peak/off peak. There is no monthly charge or sign-up fee associated with this product.

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### 8.5 Rate, (Cont'd.)

### 8.5.11 Customer Account Coding

- **A.** For the customers who desire internal call accounting, a three or four digit number can be provided to enable specific internal accounts to be identified. There is no monthly charge for this type of Customer Account Coding.
- **B.** A customer may choose to identify account codes with a name which will appear on the customer's monthly statement. This option is provided for a monthly fee (per account) of \$10.00.

### 8.5.12 Touch 1 Travel Card – Residential and Business

All calls will be billed at \$0.28 per minute regardless of time of day/day of week. A \$1.25 surcharge applies to each call and is included in the first minute of a call.

Calls placed via the optional conference call service will be billed at \$0.28 per minute, *per party*. A \$1.25 surcharge applies to each call and is included in the first minute of a call.

### 8.5.13 Personal Touch 800/888 Service

Usage charges are billed in arrears. Calls are billed on a full minutes basis. The length of each call is rounded up to the next full minute. Charges for total chargeable minutes will be determined and rounded to the next higher cent.

Payment of charges is due upon presentation of the bill for services furnished.

Rates and billing periods are listed below

| \$0.250             | Peak Hours     | 7 a.m. to 7 p.m., Monday through Friday             |  |  |  |
|---------------------|----------------|---|--|--|--|
| \$0.150             | Off-Peak Hours | 7 p.m. to 7 a.m., Monday through Friday and all day |  |  |  |
| Saturday and Sunday |                |   |  |  |  |

Issued: May 28, 2008

Issued by:

Effective: May 28, 2008

### 8.5 Rate, (Cont'd.)

### 8.5.14 Toll Message Rates for Hearing and/or Speech Impaired Users

### A. Toll Message Rates for Hearing and/or Speech Impaired Users

Upon notification by hearing and/or speech impaired individual, calls placed during the Day rate period will be charged at Evening rate and calls placed during the Evening rate period will be charged at the Night/Weekend rate.

### 8.5.15 Promotional Offerings

- **A.** For promotional purposes, market research or similar corporate purposes, the Company may from time to time provide promotional offerings subject to the conditions set forth in this section.
- **B.** The charges for Promotional offerings will not exceed those set forth in this Tariff for the same services.
- **C.** Promotional Offerings will be available only for the limited period of time specified by the Company.
- **D.** The Company will notify the Company's customers of the availability and duration of Promotional Offerings.

### 8.5.16 Z-Line LD

1+ for domestic long distance calling plan has a monthly recurring fee of \$4.95 per account. An account can have a maximum of two lines with long distance. The 1+ flat rate per minute within the state of Ohio is \$0.07 per minute, 24 hours a day, 7 days a week. Within the Personal Voice Assistant (PVA) mode of this product, outbound calls are a flat \$0.069 per minute 24 hours a day, 7 days a week.

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### 8.5 Rate, (Cont'd.)

### 8.5.17 First Touch Flat

First Touch Flat is a toll service that offers the subscriber a flat rate per minute for 1+ direct dialed calls placed at any hour of the day. Calls are billed in full minute increments. Customers may place calls 24 hours a day, seven days a week. Those calls will be priced at \$0.14 per minute peak/off-peak. There are no sign up fees or monthly charges associated with product.

### 8.5.18 Directory Assistance

Directory Assistance calls are billed at \$1.49 per call.

### 8.5.19 First Touch Select

Monthly fee per telephone number is \$4.95. Rates within the state of Ohio are \$0.09 per minute, 24 hours a day Monday through Saturday rates for calls placed on Sunday are \$0.05 per minute.

### 8.5.20 Select Savings

Annual fee per telephone number is \$39.95 (billed in advance). Rates within the state of Ohio are \$0.09 per minute, 24 hours a day Monday through Saturday rates for calls placed on Sunday are \$0.05 per minute.

### 8.5.21 First Touch Prime

Rates within the state of Ohio are \$0.115 per minute, 24 hours a day, 7 days a week. Rates do not apply to directory assistance or operator assisted calls.

### 8.5.22 First Touch Preferred

Monthly fee per telephone number is \$3.95. Rates within the state of Ohio are \$0.099 per minute, 24 hours a day, Monday through Saturday; rates for calls placed on Sunday are \$0.05 per minute. Rates do not apply to directory assistance or operator assisted calls.

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### 8.5 Rate, (Cont'd.)

### 8.5.23 Preferred Plus

Annual fee per telephone number is \$38.95 (billed in advance). Rates within the state of Ohio are \$0.099 per minute, 24 hours a day, Monday through Saturday; rates for calls placed on Sunday are \$0.05 per minute. Rates do not apply to directory assistance or operator assisted calls.

### 8.5.24 Prime Touch

Rates for calls received from within the state of Ohio are \$0.15 per minute, 24 hours a day, 7 days a week.

### 8.5.25 Twilight Time-Common Cents

Customers may place calls within the state of Ohio 24 hours a day, seven days a week for a flat \$0.10 per minute. The recurring monthly fee is \$4.00 per telephone number. Rates do not apply to directory assistance or operator assisted calls.

### 8.5.26 First Touch Flat II

Rates within the state of Ohio are \$0.109 per minute, 24 hours a day, 7 days a week. Rates do not apply to directory assistance or operator assisted calls.

### 8.5.27 Select Weekends

Monthly fee per telephone number is \$4.95. Rates within the state of Ohio are \$0.09 per minute, 24 hours a day, Monday through Friday; rates for calls placed on Saturday and Sunday are \$0.05 per minute. Rates do not apply to directory assistance or operator assisted calls.

### 8.5.28 Preferred Weekends

Monthly fee per telephone number is \$3.95. Rates within the state of Ohio are \$0.099 per minute, 24 hours a day, Monday through Friday; rates for calls placed on Saturday and Sunday are \$0.05 per minute. Rates do not apply to directory assistance or operator assisted calls.

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# MATRIX TELECOM, INC. D/B/A MATRIX BUSINESS TECHNOLOGIES ALSO D/B/A TRINSIC COMMUNICATIONS

# EXHIBIT B

# PROPOSED REVISED TARIFF PAGES

This Ohio P.U.C. Tariff No. 7, issued by Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications, cancels and replaces the Matrix Telecom, Inc. Ohio P.U.C. Tariff No. 6 currently on file with the Commission.

### TITLE SHEET

### OHIO TELECOMMUNICATIONS TARIFF

Toll Services except Deposits, Return Check Charge and Late Payment Charges are now located in the Company's Pricing Guide at <u>www.matrixbt.com</u>.

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. 4901:1-5). These safe guards can be found in the appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment for bills, and disconnection and reconnection of service.

Issued: June 16, 2008

Issued by:

Effective: July 1, 2008

### CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

| PAGE  | REVISION |   | PAGE | REVISION |
|-------|----------|---|------|----------|
| Title | Original | * |      |          |
| 1     | Original | * |      |          |
| 2     | Original | * |      |          |
| 3     | Original | * |      |          |
| 4     | Original | * |      |          |
| 5     | Original | * |      |          |
| 6     | Original | * |      |          |
| 7     | Original | * |      |          |
| 8     | Original | * |      |          |
| 9     | Original | * |      |          |
| 10    | Original | * |      |          |
| 11    | Original | * |      |          |
| 12    | Original | * |      |          |
| 13    | Original | * |      |          |
| 14    | Original | * |      |          |
| 15    | Original | * |      |          |
| 16    | Original | * |      |          |
| 17    | Original | * |      |          |
| 18    | Original | * |      |          |
| 19    | Original | * |      |          |
| 20    | Original | * |      |          |
| 21    | Original | * |      |          |
| 22    | Original | * |      |          |
| 23    | Original | * |      |          |
|       |          |   |      |          |

\* - indicates those pages included with this filing

Issued: June 16, 2008

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### APPLICABILITY OF TARIFF

This tariff filed by the Company describes the Regulated Toll 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 Toll 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.matrixbt.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.

### ACCESSIBILITY OF TARIFF

This tariff is on file with the Ohio Public Utility Commission and the Company's principal place of business:

Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications 7171 Forest Lane, Suite 700 Dallas, Texas 75230

This tariff is available for viewing, during normal business hours, at the Commission or the Company's principal place of business or their website at www.matrixbt.com. Additionally, copies are available upon request, free of charge, by contacting the Company at 800-282-0242.

Issued: June 16, 2008

Issued by:

Effective: July 1, 2008

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Issued: June 16, 2008

Issued by:

Scott Klopack Vice President and General Counsel 7171 Forest Lane, Suite 700 Dallas, Texas 75230 Effective: July 1, 2008

## SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (D) means delete or discontinue
- (I) means change resulting in an increase to a Customer's bill
- (M) means moved from another Tariff location
- (N) means new
- (R) means change resulting in a reduction to a Customer's bill
- (T) means change in text or regulation but no change in rate or charge

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

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### TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the OPUC. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the OPUC follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(j). 2.1.1.A.1.(a).I.(j).(1).

D. Check Sheets - When a Tariff filing is made with the OPUC, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets 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 (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the OPUC.

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### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Matrix Telecom, Inc. network switching center.

Authorization Code - A numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Commission - Ohio Public Utility Commission.

Company, Carrier or Matrix – Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications.

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

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

InterLATA Toll Call - Any call terminating beyond the LATA of the originating caller.

IntraLATA Toll Call - Calls terminating within the LATA of the originating caller.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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### **SECTION 2 - RULES AND REGULATIONS**

### 2.1 Undertaking of the Company

This Tariff contains the regulations and rates applicable to intrastate and intraLATA resale telecommunications services provided by Matrix for telecommunications between points within the State of Ohio. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this Tariff. Customers interested in the customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service arrangement. The Company does not own any switching, transmission or other physical facilities in Ohio.

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Issued by:

Scott Klopack Vice President and General Counsel 7171 Forest Lane, Suite 700 Dallas, Texas 75230 Effective: July 1, 2008

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

- **2.1.1** The services provided by Matrix are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- **2.1.2** The rates and regulations contained in this Tariff apply only to the resale services furnished by Matrix and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Matrix.
- **2.1.3** The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's Tariffed offerings; or when the use of service becomes or is in violation of the law or a provision of this Tariff.
- **2.1.4** The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

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### 2.2. Use and Limitations of Services

- **2.2.1** Matrix's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- **2.2.2** The use of Matrix's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- **2.2.3** The use of Matrix's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Matrix does not transmit messages, but the services may be used for that purpose.
- **2.2.5** Matrix's services may be denied for nonpayment of charges or for other violations of this Tariff subject to Section 2.5 herein.
- 2.2.6 Customers shall not use the service provided under this Tariff for any unlawful purpose.
- **2.2.7** The Customer is responsible for notifying the Company immediately of any unauthorized use of services.
- **2.2.8** All facilities provided under this Tariff are directly controlled by Matrix Telecom, Inc. and the Customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- **2.2.9** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transfers.

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### 2.3 Liability of the Company

- **2.3.1** The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- **2.3.2** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- **2.3.4** No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.5 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur. No other liability in any event shall attach to the Company, except as ordered by the Commission.

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### 2.3 Liability of the Company, (Cont'd.)

- **2.3.6** The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity of any other property whether owned or controlled by the Customer or others.
- **2.3.7** The Company shall not be liable for any indirect, special, incidental, or consequential damages under this Tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- **2.3.8** The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- **2.3.9** Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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### 2.4 Responsibilities of the Customer or Subscriber

- 2.4.1 The Customer is responsible for placing any necessary orders, for complying with Tariff regulations, and for assuring that users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to authorized users.
- **2.4.2** The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Matrix on the Customer's behalf.
- **2.4.3** If required for the provision of Matrix services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Matrix's services.
- 2.4.5 The Customer shall ensure that its equipment and/or system is properly interfaced with Matrix facilities or services, that the signals emitted into the Matrix network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer in compliance with the criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Matrix will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Matrix equipment, personnel, or the quality of service to other Customers, Matrix may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Matrix may, upon written notice, terminate the Customer's service.

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#### 2.4 Responsibilities of the Customer or Subscriber, (Cont'd.)

- 2.4.6 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.
- **2.4.7** The Customer must pay for the loss through theft of any Matrix equipment installed at Customer's premises.
- **2.4.8** The Customer or authorized user is responsible for compliance with the applicable regulations set forth in this Tariff.
- **2.4.9** The Customer or authorized user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

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### 2.5 Cancellation or Discontinuance of Services

2.5.1 When service to an end-user is disconnected for nonpayment of a bill for service after service has been suspended or failure to make a security deposit after a reasonable time, the Company shall give a least ten (10) days written notice to the end-user of the Company's intent to discontinue service. Notice shall be mailed by the Company to the end-user's address. Notice will be deemed given to the end-user three (3) days after mailing by the Company.

Notices of Disconnection or Notices of Suspension shall contain the following information:

- **A.** The words "NOTICE OF DISCONNECTION" or "NOTICE OF SUSPENSION" or words with the same meaning, in print type larger than the print type of the notice text.
- **B.** Name, address, and telephone number of customer.
- C. Statement of reason for proposed disconnection or suspension of service.
- **D.** The date on or after which service will be disconnected or suspended unless appropriate action is taken.
- **E.** The telephone number of the company where the customer may make an inquiry.
- **F.** Charges and procedures for reconnection or approved charges and procedures to avoid suspension.
- **G.** The address and telephone number of the Commission's Consumer Services Division in print size, which is smaller than the print size, used for the Company's telephone number.

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#### 2.5 Cancellation of Discontinuance of Services, (Cont'd.)

#### 2.5.1 (Cont'd.)

- **H.** A statement that the end-user must contact the Company regarding the disconnection or suspension, prior to contacting the Commission's Consumer Services Division.
- I. Notice of suspension of service relating to past-due amounts shall inform the end-user that the total amount due may include charges for non-deniable and/or not regulated services, which would not cause interruption of local service. The notice must indicate a toll-free telephone number of a service center where questions can be referred and payment arrangements made.
- **2.5.2** Without incurring liability, Matrix may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with Tariff regulations and the proper installation and operation of Customer and Company's equipment and services and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- **2.5.3** Service may be discontinued by Matrix, without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using a call screening method which generates a network message not allowing calls to complete, when Matrix deems it necessary to take such action to prevent unlawful use of its service. Matrix will restore service as soon as it can be provided without undue risk.
- 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

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#### 2.6 Interruption of Service

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing, inspecting, or adjusting, of equipment; or to the failure of channels or equipment provided by the Customer; or to the Company's blocking of services to certain locations; and that is not caused by the Customer, is subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer and connected to the Company's facilities.
- **2.6.2** No credit is allowed in the event that service must be interrupted for less than two hours in order to provide routine service quality or related investigations.
- **2.6.3** Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- **2.6.4** Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- **2.6.6** No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- **2.6.7** The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

CREDIT FORMULA:

Credit ' (A x B) / 720

"A" - outage time in hours "B" - total monthly charge for affected facility

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#### 2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission

#### 2.8 Deposits

The Company does not require a deposit from the Customer.

#### 2.9 Taxes

All federal, state and local taxes, assessments, surcharges, or fees (i.e., gross receipts tax, sales tax, use tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

#### 2.10 Billing and Charges

- **2.10.1** Customers may be billed directly by Matrix or by the local exchange carrier on behalf of Matrix. Billing will be payable upon receipt and will be considered past due if not paid within 15 days.
- **2.10.2** The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

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#### 2.11 Customer Complaints and/or Billing Disputes

- 2.11.1 Customers may contact Matrix's representatives 24 hours a day, 7 days a week at (800) 282-0242, or by writing to Matrix Telecom, Inc., Customer Service Division, P.O. Box 272375, Oklahoma City, OK 73137. You may also contact Matrix's representatives at custserv@matrixvalue.com.
- **2.11.2** Any objection to billed charges should be reported promptly to Matrix. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission to intervene in the billing dispute.
- **2.11.3** 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 Utility Commission of Ohio 180 East Broad Street, Tenth Floor Columbus, Ohio 43215-3793 Toll Free Telephone: 800-686-7826 TTY Toll Free Telephone: 800-686-1570 From 8:00 AM to 5:30 PM (EST) weekdays or at <u>www.PUCO.ohio.gov</u>

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

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

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Issued by:

Effective: July 1, 2008

#### 2.12 Reseller/Rebiller Certification

Any Customer that resells or rebills the Matrix services set forth in this Tariff must possess all certifications and authorizations required by the Ohio Public Utility Commission and all other pertinent authorities.

#### 2.13 Prorating

All services have a minimum period of one month and are billed one-month in advance. Monthly Recurring Charges are payable in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.

Services that are ordered prior to the beginning of a billing period will be prorated from the order date to the Customer's applicable billing period.

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#### SECTION 3 – MISCELLANEOUS RATES

#### 3.1 Deposits

The Company does not require a deposit from the Customer.

#### 3.2 Finance Charge and Late Fee

A finance charge in the amount of 1.5% monthly will be charged on any past due balances.

#### 3.3 Return Check Charges

Check Charge

<u>Maximum</u> \$50.00 <u>Current</u> \$25.00

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#### **SECTION 4 - TRINSIC PRODUCTS**

#### 4.1 Operator Assisted Calling

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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# SECTION 4 - TRINSIC PRODUCTS, (CONT'D.)

## 4.1 Operator Assisted Calling, (Cont'd.)

#### 4.1.1 Rates

| Usage Rates                          |                   |                          |  |  |
|--------------------------------------|-------------------|--------------------------|--|--|
| Per Minute:                          | Minimum<br>\$0.20 | <u>Maximum</u><br>\$0.36 |  |  |
| Per Call Service Charges             |                   |                          |  |  |
|                                      | <u>Minimum</u>    | <u>Maximum</u>           |  |  |
| Customer Dialed Calling Card Station | \$0.80            | \$1.70                   |  |  |
| Operator Dialed Calling Card Station | \$1.25            | \$2.50                   |  |  |
| Collect                              | \$1.25            | \$2.50                   |  |  |
| Third Party Billed                   | \$1.25            | \$2.50                   |  |  |
| Person to Person                     | \$2.40            | \$4.80                   |  |  |

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## SECTION 4 - TRINSIC PRODUCTS, (CONT'D.)

#### 4.2 Current Price List

#### 4.2.1 Operator Assisted Calling

### Usage Rates

Usage for Long Distance Operator Service calls will be billed at the rate in effect for the presubscribed service purchased by the Customer.

|  | Per Call Service Charges |
|--|--------------------------|
| Customer Dialed Calling Card - Automated | \$0.50                   |
| Operator Assisted Calling Card           | \$1.25                   |
| Operator Station Collect                 | \$1.10                   |
| Third Party Billed                       | \$1.50                   |
| Person-to-Person                         | \$3.00                   |

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# EXHIBIT C

# SUMMARY OF CHANGES

### Exhibit C

Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications

## Narrative of Tariff Changes

P.U.C. Tariff No. 4 replaces P.U.C Tariff No. 3 in its entirety. The following pages have been deleted in P.U.C. Tariff No. 3 and are being posted on the Company's web site of <u>www.matrixbt.com</u> or <u>www.trinsic.com</u>.

| Section 5 1 | Pages affected | Changes   |  |  |
|-------------|----------------|---|--|--|
| 3           | 21             | Deletes Timing of Calls   |  |  |
|             | 22             | Deletes Calculation of Distance   |  |  |
|             | 23             | Deletes Minimum Call Completion Rate; 1 Plus Long Distance Service                |  |  |
|             | 24-27          | Deletes 1 Plus Long Distance Service  |  |  |
|             | 28             | Deletes Calling Card Service and Toll Free Service                                |  |  |
|             | 29             | Deletes Toll Free Service   |  |  |
|             | 30             | Deletes Toll Free Service and Audio Conferencing                                  |  |  |
|             | 31             | Deletes Audio Conferencing  |  |  |
|             | 32             | Deletes Audio Conferencing, Individual Case Basis and Customized Pricing          |  |  |
|             |                | Arrangements Offerings  |  |  |
|             | 33             | Deletes Special Promotions  |  |  |
| 4           | 34-39          | Deletes 1 Plus Long Distance Service Rates  |  |  |
|             | 40             | Deletes Calling Card Service and Toll Free Service Rates                          |  |  |
|             | 41-42          | Deletes Toll Free Service Rates   |  |  |
|             | 43             | Deletes Audio Conferencing Rates  |  |  |
|             | 44             | Deletes Directory Assistance  |  |  |
|             | 45             | Deletes Special Rates   |  |  |
|             | 46             | Deletes Time of Day Rate Periods  |  |  |
| 47          | 47             | Deletes Payphone Use Surcharge, Reconnection Charge, Employee Concessions and     |  |  |
|             |                | Local Exchange Carrier Billing Fee  |  |  |
| 5           | 48-49          | Deletes Trinsic Business Plus Service   |  |  |
|             | 50             | Deletes Trinsic Travel Card   |  |  |
|             | 53             | Deletes Directory Assistance  |  |  |
|             | 54-55          | Deletes Trinsic PVA   |  |  |
|             | 56             | Deletes TrinsicLONG DISTANCE 500 Service  |  |  |
|             | 57             | Deletes Trinsic LONG DISTANCE service and Trinsic Business Long distance with PVA |  |  |
|             | 58             | Deletes Trinsic 800 Service   |  |  |
|             | 59             | Deletes Trinsic LONG DISTANCE Essential   |  |  |
|             | 60-65          | Deletes Current Price List  |  |  |
| 6           | 66             | Deletes Grandfathered Services  |  |  |
| 7           | 67             | Deletes Grandfathered Service Price List  |  |  |
| 8           | 68-87          | Deletes Touch One Services  |  |  |
|             |                |   |  |  |

## EXHIBIT D

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

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

Rates, terms and conditions for Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications can be located on the Company's website <u>www.matrixbt.com</u> or <u>www.trinsic.com</u>. Copies may also be obtained at the Company's main office at 7171 Forest Lane, Suite 700, Dallas, Texas 75230.

# EXHIBIT E

# CUSTOMER NOTICE

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

#### RESIDENTIAL

Effective July 1, 2008, the prices, service descriptions and terms and conditions for long distance services you receive from Matrix will no longer be on file with the Public Utilities Commission of Ohio (PUCO). You will now be able to find all tariff information at www.trinsic.com. This change does not affect the prices, terms or conditions of those services to which you currently subscribe. Residential customers are advised that Matrix must still provide customer notice at least 15 days in advance of rate increases, changes in terms and conditions and discontinuance of existing services, and that any 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 verbal or written will continue to be subject to all consumer protections required and enforced by the PUCO. If you have any questions please contact Trinsic Powered By Matrix customer service at **877-987-4674**.



#### BUSINESS

Effective July 1, 2008, the prices, service descriptions and terms and conditions for certain telecommunication services you receive from Matrix will no longer be on file with the Public Utilities Commission of Ohio (PUCO). This change does not affect the prices, terms or conditions of those services to which you currently subscribe. Business customers are advised that services being detariffed include optional features such as Call Forwarding, Call Waiting, Speed Calling and Three-Way Calling, as well as all affected toll services. Matrix must still provide customer notice at least 15 days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. 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 verbal or written, will continue to be subject to all consumer protections required and enforced by the PUCO. You will now be able to find all tariff information at www.matrixbt.com. If you have any questions please contact Matrix customer service at 800-411-0111.



# EXHIBIT E

# CUSTOMER NOTICE AFFIDAVIT

### CUSTOMER NOTICE AFFIDAVIT

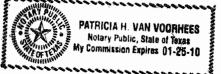
STATE OF: TEXAS

COUNTY OF: DALLAS

#### AFFIDAVIT

I, Scott M. Klopack, Vice President of Regulatory Affairs and General Counsel, am an authorized agent of the applicant corporation, Matrix Telecom, Inc. d/b/a Matrix Business Technologies, and am authorized to make this statement on its behalf. I attest that the Customer Notice accompanying this affidavit was sent to affected customers via bill insert beginning on June 2, 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 June 10, 2005 al Dallas, Telas (Date) (Location) /s/ Son Insuch (Name and title) Scort KLOPACK, VP & Gen'l Counsel (Date) 6/11/08 Subscribed and sworn to before me this  $\underline{Quill}_{(Date)}$ 



Aria A. Van Vorther

Notary Public My Commission Expires: O(-25 - 2010)

# This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 08-0720-TP-ATA

Summary: Application Detariffing package electronically filed by Mr. Thomas M Forte on behalf of Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications