



December 10, 2008
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Suite 300

Maitland, FL 32751

P.O. Drawer 200

Winter Park, FL

32790-0200

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www.tminc.com

Via E-Filing

Ms. Renee Jenkins, Commission Secretary
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215-3793

RE: Intrado Communications Inc.
Application for Authority to Provide Facilities Based and Resold CLEC Services
Case No. 08-1289-TP-ACE

Dear Ms. Jenkins:

Attached for filing on behalf of Intrado Communications Inc., a certificated provider of 9-1-1 Emergency Communication Services, is the Application to Provide Facilities Based and Resold CLEC Services, Supplemental Application for Carrier Certification and Required Exhibits. The Company requests the earliest possible effective date for approval of this Application.

Questions pertaining to this application should be directed to my attention at (407) 740-3005 or via email at mbyrnes@tminc.com. Thank you for your assistance in this matter.

Sincerely,

Monique Byrnes
Consultant to
Intrado Communications Inc.

MB/sp

Attachments

cc: C. Lockett - Intrado
file: Intrado_OH Local
tms: OHf0800

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of)
Intrado Communications Inc.)
To Provide Facilities Based and Resold CLEC Services)
within the State of Ohio)

TRF Docket No. 90-_____

Case No. **08 - 1289 - TP - ACE**

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) Intrado Communications Inc.

DBA(s) of Registrant(s) None

Address of Registrant(s) 1601 Dry Creek Drive, Longmont CO 80503

Company Web Address _____

Regulatory Contact Person(s) Eric Sorensen, Director – Regulatory Compliance Phone 720-494-5800 Fax 720-494-6600

Regulatory Contact Person's Email Address regulatory@intrado.com

Contact Person for Annual Report Colleen Lockett

Phone 720-494-5800

Address (if different from above) _____

Consumer Contact Information Eric Sorensen, Director - Regulatory

Phone 720-494-5800

Address (if different from above) _____

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input checked="" type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 days)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 days)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA <u>1-6-09(C)</u> (Auto 30 days)	<input type="checkbox"/> AAC <u>1-6-10(F)</u> (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN <u>1-6-11(A)</u> (Non-Auto)	<input type="checkbox"/> ABN <u>1-6-11(A)</u> (Auto 90 day)	<input type="checkbox"/> ABN <u>1-6-11(B)</u> (Auto 14 day)	<input type="checkbox"/> ABN <u>1-6-11(B)</u> (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN <u>1-6-11(A)</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-11(B)</u> (Auto 14 day)	<input type="checkbox"/> ABN <u>1-6-11(B)</u> (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04</u> or <u>1-7-05</u> (Non-Auto)	<input type="checkbox"/> UNC <u>1-7-04</u> or <u>1-7-05</u> (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	<input type="checkbox"/> UNC <u>1-7-05</u> (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Intrado Communications 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.

Executed on (Date) 12/10/2008 at (Location) 2600 Maitland Center Pkwy, Suite 300, Maitland, FL 32751

*(Signature and Title)


Monique Byrnes, Consultant to Intrado Communications Inc.

(Date) 12/10/2008

- *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, Monique Byrnes, Consultant to Intrado Communications Inc. verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) Monique Byrnes, Consultant to Intrado Communications Inc.

(Date) 12/10/2008

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

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

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

Or

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

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
for CARRIER CERTIFICATION

(Effective: 09/19/2007)

(Pursuant to Case Nos. 06-1344-TP-ORD and 06-1345-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of Intrado
Communications Inc.)
to Provide Facilities Based and Resold CLEC Services)
within the State of Ohio)

Case No. **08 - 1289 -TP - ACE**

Name of Registrant(s) Intrado Communications Inc.
DBA(s) of Registrant(s) _____
Address of Registrant(s) 1601 Dry Creek Drive, Longmont CO 80503

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

List of Required Exhibits

Tariffs: (Include all that apply)

- ☐ Interexchange Tariff¹ ☒ Local Tariff¹ **See Exhibit 1** ☒ Carrier-to-Carrier (Access) Tariff
See Exhibit 2

Description of Services

NOTE: All Facilities-Based carriers must file an Access Tariff

- ☐ Service provisioned via Resale ☐ Service provisioned via Facilities ☒ Both Resold and Facilities-based
☒ Description of Proposed Services **See Exhibit 3** ☐ Statement about the provision of CTS services ☒ Description of the proposed market area **See Exhibit 4**
☒ Explanation of how the proposed services in the proposed market area are in the public interest. **See Exhibit 5** ☒ Description of the class of customers (e.g., residence, business) that the applicant intends to serve **See Exhibit 6**

Business Requirements

- Evidence of Registration with:** ☒ Ohio Department of Taxation **See Exhibit 7** ☒ Ohio Secretary of State² & Certificate of Good Standing **See Exhibit 8**

Documentation attesting to the applicant's financial viability, including the following:

- ☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. **See Exhibit 9**
☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions **See Exhibit 10**
☒ Documentation to support the applicant's cash and funding sources. **See Exhibit 11**

Documentation attesting to the applicant's managerial ability and corporate structure, including the following:

- ☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area **See Exhibit 12**
☒ List of names, addresses, and phone numbers of officers and directors, or partners. **See Exhibit 13**
☒ Documentation indicating the applicant's corporate structure and ownership **See Exhibit 14**

¹ Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

² Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

Documentation attesting to the applicant's managerial ability and corporate structure (cont'd):

- ☒ Information regarding any similar operations in other states. **See Exhibit 15**
If this company has been previously certified in the State of Ohio, include that certification number 90-8000
- ☒ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP. **See Exhibit 16**
- ☒ Verification of compliance with any affiliate transaction requirements **See Exhibit 17**

Documentation attesting to the applicant's proposed interactions with other Carriers

- ☒ Explanation as to whether rates are derived through (check all applicable):
☒ interconnection agreement ☒ retail tariffs ☐ resale tariffs
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
See Exhibit 18
- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users. **See Exhibit 19**

Documentation attesting to the applicant's proposed interactions with Customers


- ☒ Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone. **See Exhibit 20**
- ☒ Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable) **See Exhibit 21**
- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize. **See Exhibit 22**
- ☒ Provide a copy of any customer application form required in order to establish residential service, if applicable.
See Exhibit 23
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve **See Exhibit 24**
(Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)
- ☒ If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff. **See Exhibit 25**

Affidavit

I am an authorized representative of the applicant corporation Intrado Communications Inc.
and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification 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.

Executed on 12/10/2008

at Maitland, FL


Monique Byrnes, Consultant to Intrado Communications Inc.

12/10/2008
(Date)

Intrado Communications Inc.

Exhibit 1-A

Proposed Local Exchange Tariff

*This tariff, P.U.C.O. Tariff No. 2, replaces in its entirety
the Company's P.U.C.O. Tariff No. 1*

TITLE PAGE

**OHIO
EMERGENCY
AND
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
OF
Intrado Communications Inc.**

This Tariff contains the descriptions, regulations, and rates applicable to the provision of the regulated Emergency and Local Exchange Services provided by Intrado Communications Inc. with principal offices at 1601 Dry Creek Drive, Longmont, CO 80503 furnished within the State of Ohio. This Tariff is on file with the Ohio Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

Effective:

Craig Donaldson, Senior Vice President - Regulatory Affairs
1601 Dry Creek Drive
Longmont, CO 80503

OHf0800

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Issued: Effective: .

CHECK SHEET

Pages of this Tariff are effective as of the date shown at the bottom of the respective page(s). 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.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	Title	Original *	2	22	Original *
Preface	1	Original *	2	23	Original *
Preface	2	Original *	2	24	Original *
Preface	3	Original *	2	25	Original *
Preface	4	Original *	2	26	Original *
Preface	5	Original *	3	1	Original *
1	1	Original *	4	1	Original *
1	2	Original *	4	2	Original *
1	3	Original *	4	3	Original *
1	4	Original *	4	4	Original *
1	5	Original *	4	5	Original *
1	6	Original *	5	1	Original *
2	1	Original *	5	2	Original *
2	2	Original *	5	3	Original *
2	3	Original *	5	4	Original *
2	4	Original *	5	5	Original *
2	5	Original *	5	6	Original *
2	6	Original *	5	7	Original *
2	7	Original *	5	8	Original *
2	8	Original *	5	9	Original *
2	9	Original *	5	10	Original *
2	10	Original *	5	11	Original *
2	11	Original *	6	1	Original *
2	12	Original *	6	2	Original *
2	13	Original *	6	3	Original *
2	14	Original *	7	1	Original *
2	15	Original *	7	2	Original *
2	16	Original *	7	3	Original *
2	17	Original *	7	4	Original *
2	18	Original *	8	1	Original *
2	19	Original *			
2	20	Original *			
2	21	Original *			

* - indicates those pages included with this filing.

 Issued:

Effective:

Craig Donaldson, Senior Vice President - Regulatory Affairs
 1601 Dry Creek Drive
 Longmont, CO 80503

OHf0800

EXPLANATION OF SYMBOLS

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

- (I) Increase in rates
- (D) Decrease in rates
- (N) New rate or regulation
- (O) Omission
- (C) Change in text
- (T) Temporary rates and/or surcharges

Issued:

Effective:

Craig Donaldson, Senior Vice President - Regulatory Affairs
1601 Dry Creek Drive
Longmont, CO 80503

OHf0800

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially; however, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the page 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).

Issued:

Effective: .

Craig Donaldson, Senior Vice President - Regulatory Affairs
1601 Dry Creek Drive
Longmont, CO 80503

OHf0800

APPLICATION OF TARIFF

This Tariff applies to the furnishing of Intrado Communications Inc. (the “Company”) Intelligent Emergency Network™ Services (“Emergency Services”) and Local Exchange Services to government and public safety agency business Customers and to other business Customers where facilities, including but not limited to billing and technical capabilities, are available.

The provision of the Company’s Emergency Services and Local Exchange Services are subject to existing regulations and terms and conditions specified in this Tariff as well as in the Company’s other Tariffs or Service Guides, and may be revised, added to, or supplemented by superseding issues.

In addition to the regulations and charges herein, this Tariff is subject to specific regulations as may be prescribed by the Public Utilities Commission of Ohio.

Service Area

The Company will provide service to Customers within the service area, consistent with the other terms and conditions of this Tariff. The Ohio local service area is defined as the exchange areas served as described in Section 3.2, Local Exchange Service Areas.

Issued:

Effective:

Craig Donaldson, Senior Vice President - Regulatory Affairs
1601 Dry Creek Drive
Longmont, CO 80503

OHf0800

SECTION 1 - DEFINITIONS

9-1-1 - A three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department.

9-1-1 Call - Includes emergency calls originated by communications devices, including Telematics devices.

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

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

Automatic Number Identification (ANI) - A type of signaling provided by which the calling party's telephone number (or routing number) is forwarded to the 9-1-1 system for call routing determination and PSAP display.

Automatic Location Identification (ALI) - A feature by which the location is associated with the calling party's telephone number is forwarded to the 9-1-1 system for call routing determination and/or PSAP display.

Call Transfer or Call Bridging - The act of adding an additional party to an existing call. The creation of another leg on an existing call to include an additional party. The term "Call Bridging" is preferred because 9-1-1 call handlers rarely transfer calls without staying connected to ensure the call is effectively handled (no "blind" transfers). Call Bridging may occur between selective routers operated by different 9-1-1 Service Providers.

Issued:

Effective:

Craig Donaldson, Senior Vice President - Regulatory Affairs
1601 Dry Creek Drive
Longmont, CO 80503

OHf0800

SECTION 1 – DEFINITIONS (CONT'D.)

Central Office (CO) - A switching unit providing telecommunication services to Customers, designed for terminating and interconnecting lines and trunks. More than one CO may be located in a building.

Commission – Public Utilities Commission of Ohio.

Company - Whenever used in this Tariff, "Company" refers to Intrado Communications Inc., unless otherwise specified or clearly indicated by the context.

Customer - The person, firm, corporation, or government agency that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific Customer or application.

Emergency Service Number (ESN) - A number that represents a caller location area and maps to a primary 9-1-1 call handler (usually a PSAP) and a set of emergency service providers (typically Police, Fire, Medical).

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

Enhanced 9-1-1 (E9-1-1) - An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate public safety response.

Issued:

Effective:

Craig Donaldson, Senior Vice President - Regulatory Affairs
1601 Dry Creek Drive
Longmont, CO 80503

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SECTION 1 - DEFINITIONS (CONT'D.)

Governing Authority - A board of county commissioners of a county or the city council or other governing body of a city, city and county, or town or the board of directors of a special district. The Governing Authority oversees the 9-1-1 Service Provider.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Intelligent Emergency Network™ Services or Emergency Services - are telephone exchange services that permit a public safety answering point ("PSAP") Customer to receive emergency calls placed by callers dialing the number 9-1-1 and/or emergency calls originated by personal communications devices.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company.

Intrado - Intrado Communications Inc., issuer of this Tariff.

Joint User - A person, firm or corporation designated by the Customer as a user of Local Exchange Service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Local Access and Transport Area (LATA) - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

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SECTION 1 - DEFINITIONS (CONT'D.)

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

Local Exchange Carrier (LEC) - Refers to any person, corporation or entity that pursuant to state rules is authorized to provide local exchange telecommunications services on a resale or facilities basis.

Local Exchange Service - The furnishing of telecommunications services by a Local Exchange Provider to a Customer within an exchange for local calling. This service also provides access to and from the telecommunication network for long distance calling.

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

Network Control Signaling - Transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call process signals indicating reorder or busy conditions, alerting tones) to control the operating of switching equipment in the system.

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

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SECTION 1 - DEFINITIONS (CONT'D.)

Pseudo Automatic Number Identification (pANI) - The pseudo number associated with 9-1-1 call delivery, and used for query into databases.

Person - Any individual, firm, partnership, co partnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy or any other service user.

Private Switch Provider - A service provider that has an arrangement which comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main Private Branch Exchange (PBX) station lines associated with an attendant position and/or common equipment located on the Customer's premises or extended to another premises of the same Customer.

PBX Service - This service provides for centralized processing of exchange access by stations through groups of Central Office trunks, WATS lines, etc., or with other communication systems through voice circuits connected to the common equipment. Interconnection between stations through the common equipment is an inherent feature of the service.

Public Safety Answering Point (PSAP) - A facility equipped and staffed to receive 9-1-1 calls from selected 9-1-1 Service Providers. PSAPs operate under the direction of the governing body and are responsible to direct the disposition of 9-1-1 calls.

Selective Routing - The capability of routing an E9-1-1 call to a designated PSAP based upon the seven-digit or ten-digit telephone number or pANI associated with the caller dialing 9-1-1.

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SECTION 1 - DEFINITIONS (CONT'D.)

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

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

Station - The network control signaling unit and any other equipment provided at the Customer premises which enables the Customer to establish communications connections and to effect communications through such connections.

TDD/Text Phone - A telecommunications device for use by deaf persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

Telematics - Personal safety devices utilizing a combination of electronic sensors, wireless communications technologies, and/or location determination technologies to signal or notify Telematics service providers when assistance is required. While Telematics devices are used for non-emergency purposes such as roadside assist or concierge services, navigation assistance, and vehicle tracking, the services described herein are specifically designed to facilitate the delivery of emergency Telematics calls to the appropriate responding agencies, where facilities permit.

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

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service to Customers pursuant to the terms of this Tariff in connection with one-way and/or two-way transmission between points within the State of Ohio.

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

Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

- A.** The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
- B. Minimum Period** - Service is provided on month-to-month or on a term agreement basis. The minimum term period is one (1) year unless otherwise specified in this Tariff or mutually agreed upon by contract. Penalties may apply for early termination of the term agreement.
- C.** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- D. Continuation of Service:** Except as otherwise stated in this Tariff or Agreement for Services, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall be renewed automatically for a one (1) year term upon written notification to the Customer 45 to 90 days prior to the expiration of the initial term, unless the Customer provides notice of intent not to renew such agreement at least 60 days prior to the end of the initial or any additional term. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- E.** This Tariff shall be interpreted and governed by the laws of the state of Ohio regardless of its choice of laws provision.

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (Cont'd.)

- H.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- I.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 - REGULATIONS (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.4 Liability of the Company**

- A.** The Company, its affiliates, directors, officers, employees, assignees and/or successors, shall not be liable to a Customer or third party for any personal injury or death and/or any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, and/or loss of enjoyment of life and/or emotional distress damages for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, Interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service. Company's 9-1-1 service is offered solely to assist Customer in providing 9-1-1 Emergency Service in conjunction with applicable fire, police, and other public safety agencies. By obligation, direct or indirect, to any third party other than Company, Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, maintenance, or provision of 9-1-1 service other than an act or omission constituting gross negligence or wanton or willful misconduct.
- B.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- C. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company and in accordance with any credits required by the Ohio Administrative Code Chapter 4901:1-5;
 2. Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof; and in accordance with Ohio Administrative Code Chapter 4901:1-5;
 3. Any unlawful or unauthorized use of Company facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over Company facilities;

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

C. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- D.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- E.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- F.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- G.** Approval of limitation of liability language by the Commission 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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SECTION 2 - REGULATIONS (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible. In any event, in the appropriate circumstances, the Company will comply with Ohio Administrative Code Chapter 4901:1-5 and Rule 4901:1-8-05.

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SECTION 2 - REGULATIONS (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- A.** The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.
- B.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. If the Company is unable to meet the scheduled date for service, the Company will issue a credit as set forth in Ohio Administrative Code Chapter 4901:1-5.
- C.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- D.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- E.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- F.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - REGULATIONS (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.6 Provision of Equipment and Facilities (Cont'd.)**

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

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

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

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SECTION 2 - REGULATIONS (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.8 Special Construction**

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

- A. where facilities are not presently available;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff or the Agreement for Services may apply.

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SECTION 2 - REGULATIONS (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, and entering into an Agreement for Services with the Company; complying with the Agreement for Services and Tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** the payment of all applicable charges pursuant to this Tariff;
- B.** damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of communications cable and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.) Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service and entering into an Agreement for Services with the Customer.

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SECTION 2 - REGULATIONS (CONT'D.)**2.3 Obligations of the Customer (Cont'd.)****2.3.1 General (Cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.

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SECTION 2 - REGULATIONS (CONT'D.)**2.3 Obligations of the Customer (Cont'd.)****2.3.2 Liability of the Customer**

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

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SECTION 2 - REGULATIONS (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

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

2.4.2 Station Equipment

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

2.4.3 Network Interface Device (NID)

The Network Interface Device (NID) permits access to the Company's network. All wiring on the Customer's premises that is connected to the Company's network shall connect to the network through the Company-provided NID. Any necessary maintenance, repair, or upgrade work to the NID shall be the responsibility of only the Company. The Company will make the decision whether to place the NID inside or outside the Customer premises. In the event that the Customer requests that the NID be placed in a location other than the location selected by the Company, any additional cost to the Company will be charged to the Customer. Additionally, the Customer shall be responsible for premise wiring, which is not provided by the Company that is connected to the NID.

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SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Interconnection of Facilities

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.5 Inspections

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

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SECTION 2 - REGULATIONS (CONT'D.)**2.5 Payment Arrangements****2.5.1 Payment for Service**

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

- A. The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions.
- B. Municipal excise taxes are billed as separate line items and are not included in the quoted rates for service. These items are not included in the quoted rates for service.

2.5.2 Billing and Collection of Charges

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

- A. Nonrecurring charges will be invoiced by the Company and are due within 30 days of the invoice date.
- B. The Company shall present invoices for recurring charges monthly to the Customer, and recurring charges shall be due and payable within 30 days of the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- C. Customers will only be charged once for any nonrecurring charges.
- D. Upon initiation or termination of service, Customer billing will commence, or terminate, with the next available bill cycle.

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SECTION 2 - REGULATIONS (CONT'D.)**2.5 Payment Arrangements (Cont'd.)****2.5.2 Billing and Collection of Charges (Cont'd.)**

E. Billing of the Customer by the Company will begin on the first day following the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use.

F. Late Payment Fee

If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.

G. Returned Check

The Customer will be assessed a charge for each check submitted by the Customer to the Company that a financial institution refuses to honor.

<u>Maximum</u>	<u>Current</u>
\$40.00	\$20.00

H. Advanced Payments

The Company does not require Customer advanced payments.

I. Deposits

The Company does not intend to collect deposits. However the Company reserves the right to collect and maintain a deposit in compliance with the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.

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SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company will require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
- B.** Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may contact the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826, or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays or visit the PUCO website at www.PUCO.ohio.gov.

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SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.7 Changes in Service Requested

Changes in service will be handled in compliance with the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.

2.5.8 Cancellations and Deferments

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a thirty (30) business day grace period. If after the thirty (30) business days the Customer still has not accepted service, regulatory monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges, including non-recurring charges that would have been applied had the service been installed, may be applied. These cancellation and deferment provisions apply to requests for all Company services.

2.5.9 Discontinuance of Service

Discontinuance of service will be in compliance with the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.

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SECTION 2 - REGULATIONS (CONT'D.)

2.8 Use of Customer's Service by Others

2.8.1 Joint Use Arrangements

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

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SECTION 2 - REGULATIONS (CONT'D.)**2.9 Cancellation of Service/Termination Liability**

Customers may cancel service verbally or in writing, unless specified differently within a term agreement. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue through the end of the Customer's bill cycle, unless otherwise noted in the description of the service affected.

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service Interruption, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable in accordance with Section 2.5.2.

2.9.1 Termination Liability

The Customer's termination liability for cancellation of term or contract service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. 90% of the Monthly Recurring Charge for the service under the term agreement, multiplied by the number of lines, multiplied by the months remaining in the term agreement.
- D. Inclusion of early termination liability by the Company in its Tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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SECTION 2 - REGULATIONS (CONT'D.)

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.10.1 to any subsidiary, parent company or affiliate of the Company; or

2.10.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.10.3 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - REGULATIONS (CONT'D.)

2.12 Notices and Communications

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

2.11 Credits for Interruptions

Credit for Interruptions in service will be in compliance with the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.

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SECTION 3 - SERVICE AREAS

3.1 Emergency Service Areas

Emergency Services are provided, subject to availability of facilities and equipment, throughout the State of Ohio.

3.2 Local Exchange Service Areas

Local Exchange Services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) AT&T Ohio
- 2) Verizon North, Inc.
- 3) United Telephone Company of Ohio d/b/a Embarq
- 4) Cincinnati Bell Telephone Company, LLC
- 5) Windstream Ohio, Inc.

The Company concurs in the counties served and in the exchange, rate class, local calling area, and zone designations as specified in the Local Exchange Services Tariffs of AT&T Ohio, Verizon North, Inc., United Telephone Company of Ohio d/b/a Embarq, Cincinnati Bell Telephone Company, LLC and Windstream Ohio, Inc.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES**4.1 Service Order and Change Charges****4.1.1 Emergency Services****A. Description**

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Moves, Changes, Additions - Applies to Customer-initiated request to move, change or make additions to existing service.

Record Order Change Charge - For Customer-initiated request involving changes in Company records.

B. Rates

Moves, changes of additions: ICB

Record Order Change Charge: \$50

Note:

ICB charge will be determined based upon the specific quantity and requirements of the Customers' requested changes.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)

4.1 Service Order and Change Charges (Cont'd)

4.1.2 Local Exchange Services

A. Description

Service Order Charge: Applies to work associated with receiving, recording and processing information necessary to execute a Customer request to connect, move or change telephone service and equipment. One service order charge applies per Customer request regardless of the quantity of work requested.

Central Office Charge: Applies for work associated with establishing or changing line connection in the central office. One charge applies to each line connection established or changed.

Access Line Charge: Applies for work associated with the placement and connection of drop wires at the Customer's premises. One Access Line Charge applies to each line connected.

Record Order Charge: Applies for work associated with receiving, recording and processing information necessary to execute a Customer request in which only Customer, business office, directory or billing records are involved and no premises work, access line or central office work is necessary.

Miscellaneous Service Charge: Applies to each installation or change of Calling Features.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)**4.1 Service Order and Change Charges (Cont'd)****4.1.2 Local Exchange Services****B. Rates - Tier 1 Services**

1.	<u>AT&T Areas</u>		
		<u>Maximum</u>	<u>Current</u>
	Service Order Charge	\$50.00	\$25.50
	Central Office Charge	\$26.00	\$13.00
	Access Line Charge	\$50.00	\$24.35
	Miscellaneous Service Charge:	\$15.00	\$7.30
2.	<u>Verizon Areas</u>		
		<u>Maximum</u>	<u>Current</u>
	Service Order Charge		
	Initial Order	\$80.00	\$39.05
	Subsequent Orders	\$36.00	\$18.05
	Central Office Charge	\$26.00	\$13.10

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SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)**4.1 Service Order and Change Charges (Cont'd)****4.1.2 Local Exchange Services (Cont'd.)****B. Rates - Tier 1 Services (Cont'd.)****3. Embarq Areas**

	<u>Maximum</u>	<u>Current</u>
Service Order Charges		
Initial	\$25.00	\$12.25
Subsequent	\$20.00	\$9.25
Central Office Charge	\$15.00	\$6.75
Access Line Charges		
1 st Line	\$50.00	\$25.00
Each Add'l Line	\$40.00	\$20.00
Record Order Charge	\$18.00	\$8.75
Miscellaneous Service Charge	\$30.00	\$15.50

4. Cincinnati Bell Areas

	<u>Maximum</u>	<u>Current</u>
Establishment of Access Line	\$100.00	\$49.75
Service Changes	\$25.00	\$12.25
Miscellaneous Service Charge:	\$25.00	\$12.37

5. Windstream Areas

	<u>Maximum</u>	<u>Current</u>
Initial Service Order	\$40.00	\$18.75
Service Connection	\$30.00	\$15.00
Subsequent Service Order	\$15.00	\$6.50
Central Office Charge	\$22.00	\$10.75
Line Features	\$10.00	\$5.00

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SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)**4.2 Restoration of Service****4.2.1 Description**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

4.2.2 Rates - Tier 1 Local Exchange Services**A. AT&T Areas**

	<u>Maximum</u>	<u>Current</u>
Per Line:	\$65.00	\$32.30

B. Verizon Areas

See charges under Section 4.1.2.B.2

C. Embarq Areas

	<u>Maximum</u>	<u>Current</u>
When premises visit is not required		
First Line	\$30.00	\$15.00
Each Additional Line	\$12.00	\$6.00
When premises visit is required		
First Line	\$56.00	\$28.25
Each Additional Line	\$12.00	\$6.00

D. Cincinnati Bell Areas

	<u>Maximum</u>	<u>Current</u>
Per Line:	\$40.00	\$18.30

E. Windstream Areas

	<u>Maximum</u>	<u>Current</u>
Per Line:	\$25.00	\$12.00

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SECTION 5 –EMERGENCY SERVICES**5.1 Intelligent Emergency Network™ Service**

Intelligent Emergency Network™ Services include 9-1-1 call routing and transfer services which use a call management system to either directly perform the selective routing of an emergency call to the appropriate PSAP, or may be used to hand-off the call to a separate 9-1-1 Service Provider (possibly a legacy 9-1-1 selective router) for call completion to the appropriate PSAP. Intelligent Emergency Network™ Services provide further services of call bridging and post call activity reporting.

Intelligent Emergency Network™ Services include the ALI Management Services which provide PSAPs with data management, delivery, and reporting services. ALI Management Services offer features such as “drill down” metric reporting capabilities for wireline, wireless, and VoIP 9-1-1 calls. The solution includes a web interface for data queries and MSAG management.

Intelligent Emergency Network™ Services are offered subject to the availability of facilities. The Customer is the Governing Authority or PSAP that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

Intelligent Emergency Network™ Services are only available under contract with a minimum term agreement of one year.

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SECTION 5 – EMERGENCY SERVICES (CONT'D.)**5.1 Intelligent Emergency Network™ Service (Cont'd.)****5.1.1 9-1-1 Routing Service**

9-1-1 Routing Service is a public safety grade, specialized managed network for processing 9-1-1 calls that allows the PSAP to accommodate new technologies while simultaneously enabling more control over 9-1-1 call routing operations. 9-1-1 Routing Service utilizes a redundant, secure IP infrastructure. Facilities and nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow the processing of 9-1-1 emergency calls from both traditional TDM voice and IP based networks.

Intrado 9-1-1 Routing facilitates interoperability and allows for specialized management of different call types. The Customer can designate, capture, and report on specific instructions for handling each call type:

Wireline: Supports traditional wireline emergency calls originating from an End Office, central office and/or enterprise private branch exchange (PBX) over standard based Centralized Automatic Message Accounting (CAMA), both analog and digital interfaces, SS7 and PRI interfaces.

Wireless: Supports delivery of wireless 9-1-1 calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x,y) coordinates in the appropriate format, may connect directly to the 9-1-1 Routing Service.

VoIP: Supports delivery of VoIP emergency calls originating from a VoIP Service Provider.

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SECTION 5 – EMERGENCY SERVICES (CONT'D.)**5.1 Intelligent Emergency Network™ Service (Cont'd.)****5.1.1 9-1-1 Routing Service (Cont'd.)****A. 9-1-1 Routing Service Features****1. Automatic Number Identification (ANI)**

Automatic Number Identification (ANI) is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 caller is received by Intelligent Emergency Network™ and passed on to the proper PSAP. The ANI is also used to determine the proper PSAP to receive the inbound call.

2. 9-1-1 Routing Options**Selective Routing**

The routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is typically accomplished by mapping the ANI to an ESN that has been derived based on the caller's location. The ESN maps to a specific routing rule that identifies the PSAP and possible alternative destinations.

Trunk Only Routing

Inbound trunks can be designated to route all calls to a given destination, usually a specific PSAP. If Trunk Only Routing is not specified, the system will attempt to perform Selective Routing.

Default Routing

When an incoming 9-1-1 call cannot be selectively routed due to the reception of an ANI number that is either not stored in the selective router data base, unintelligible ANI or when no ANI number is passed, a predetermined call route will be chosen and the caller will be terminated to the PSAP based upon the incoming trunk facility the call is passed over.

PSAP Abandonment Routing

If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of calls to recovery locations.

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SECTION 5 – EMERGENCY SERVICES (CONT'D.)**5.1 Intelligent Emergency Network™ Service (Cont'd.)****5.1.1 9-1-1 Routing Service (Cont'd.)****A. 9-1-1 Routing Service Features (Cont'd.)****3. 9-1-1 Transfer Options****Fixed Transfer**

Fixed transfer is a feature which enables a PSAP call taker to transfer a 9-1-1 call to a secondary destination (possibly another PSAP) by dialing a pre-assigned speed dial code or by use of a single button on an approved Customer telephone system which dials the appropriate code.

Selective Call Transfer

Selective Call Transfer is a feature enabling a PSAP call taker to transfer an incoming 9-1-1 call to another agency by dialing a pre-assigned speed dial code associated with police, fire or medical agencies or by use of a single button on an approved Customer telephone system which dials the appropriate code. The specific transfer destination is determined by the caller's originating location as specified by the ESN.

Manual Transfer

A PSAP call taker may transfer an incoming call manually by depressing the hook switch of the associated telephone or the "add" button on approved Customer telephone system, and dialing either an appropriate seven or 10-digit telephone number.

Alternate Routing

The Overflow Call Disposition transfer feature enables the ability for callers to be terminated either to a previously designated alternate call center, a prerecorded message or to a busy tone when all PSAP trunks are busy.

4. Call Event Logging

The Call Event Logging feature delivers reporting information containing the ANI received from a 9-1-1 call, the identity of the incoming trunk the Selective Router received the call over, the identity of the outgoing PSAP trunk the call is terminated to, and the date and time the call was delivered to its target destination, transferred and/or disconnected.

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SECTION 5 – EMERGENCY SERVICES (CONT'D.)**5.1 Intelligent Emergency Network™ Service (Cont'd.)****5.1.2 ALI Management Service****A. MSAG Management**

The Emergency Service includes a data management and administration tool that automates the viewing and communication of updates, insertions, and deletions to the MSAG database.

B. MSAG Build Services

Intrado facilitates the creation and maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) standards.

C. English Language Translation (ELT) Management

ELT information provides the names of fire, EMS and police jurisdictions associated with each ESN so that it may be delivered with the ALI to the PSAPs at the time of the E9-1-1 call. The requests are validated for accuracy and either updated into the database, or referred back to the PSAP for resolution. Upon completion of the transaction, notification is provided to the Customer

D. Customer Record Management

Customer Record Management is the collection of service order records from Telephone Service Providers (TSPs), validation of those records against the MSAG, and storage of the records for the generation of the ALI database.

E. ALI Database Updates

After processing and validating record updates, Intrado posts ALI records for call routing and for retrieval and display by the PSAP during 9-1-1 calls.

F. ANI/ALI Discrepancy Resolution

An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. Intrado will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP for resolution.

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SECTION 5 – EMERGENCY SERVICES (CONT'D.)**5.1 Intelligent Emergency Network™ Service (Cont'd.)****5.1.2 ALI Management Services (Cont'd.)****G. Misroute Resolution**

An ANI/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. Intrado investigates ANI/ALI misroute reports and refers each misroute report to the TSP for resolution.

H. No Record Found (NRF) Resolution

An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. Intrado will resolve or refer each NRF to the respective TSP for resolution.

I. Local Number Portability (LNP) Processing

Intrado supports LNP, which allows Customers to switch from one TSP to another without changing their phone numbers.

J. ALI Delivery

ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 call.

K. Data Support of Wireless and VoIP E9-1-1

Intrado's database management systems support both Phase I and Phase II wireless and VoIP E9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database.

L. ALI Metrics Reporting

Intrado provides access to reports that provide details on data transactions, the number of records processed, and the number of errors.

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SECTION 5 – EMERGENCY SERVICES (CONT'D.)**5.1 Intelligent Emergency Network™ Service (Cont'd.)****5.1.3 9-1-1 Exchange Access**

9-1-1 Exchange Access provides one way call delivery trunks from the 9-1-1 Routing Service to the PSAP. The 9-1-1 Exchange Access trunks are conditioned to allow delivery of ANI to the PSAP. They also allow signaling from the PSAP to the 9-1-1 Routing Service to invoke special features of the 9-1-1 Routing Service, such as transfer, speed dialing, etc.

5.1.4 ALI Data Access Connections

ALI Data Access Connections provide the PSAP network access to the ALI Database for ALI Delivery.

5.1.5 Diverse Facility Routing

Where facilities exist, Customer may subscribe to diverse routing over alternate voice and/or data paths.

Diversity at Customer locations and additions to existing facilities to obtain diversity, where feasible within E9-1-1 network and as determined by the respective facility provider, will be based upon the costs incurred by the respective facility provider and will be supplied upon Customer request.

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SECTION 5 – EMERGENCY SERVICES (CONT'D.)**5.2 Intelligent Emergency Network™ Service Rules & Regulations**

- A.** The Intelligent Emergency Network™ Service Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been lawfully delegated. The Customer must be legally authorized to subscribe to the Emergency Service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other Emergency Services within the served territory.
- B.** Intelligent Emergency Network™ Service is provided by the Company where facilities and operating conditions permit.
- C.** Intelligent Emergency Network™ Service is not intended to replace the local telephone service of the various public safety agencies which may participate in the use of this service.
- D.** Application for Intelligent Emergency Network™ Service must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.
- E.** Intelligent Emergency Network™ Service is provided solely for the benefit of the Customer operating the PSAP as an aid in handling assistance calls in connection with fire, police and other emergencies. The provision of Intelligent Emergency Network™ Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or legal entity other than the Customer.
- F.** The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls.
- G.** The rates charged for Intelligent Emergency Network™ Service do not contemplate the inspection or constant monitoring of facilities that are not within the Company's control, nor does the Company undertake such responsibility. The Customer shall make such operational tests which are required in the judgment of the Customer. The Customer shall promptly notify the Company in the event the system is not functioning properly.

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SECTION 5 – EMERGENCY SERVICES (CONT'D.)**5.2 Intelligent Emergency Network™ Rules & Regulations (Cont'd.)**

- H.** The Company's liability for any loss or damage arising from errors, Interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.
- I.** The Customer must furnish the Company its agreement to the following terms and conditions:
1. All 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day week basis.
 2. The Customer has responsibility for dispatching the appropriate Emergency Services, or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
 3. The Customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to their PSAP by calling parties.
 4. The Customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.
- J.** When the ALI Management Service is provided, the Customer is responsible to:
1. Provide information regarding the jurisdictional boundaries associated with all involved public safety agencies.
 2. Support the creation of a master address file for use in validating user address information and application of appropriate jurisdictional responsibility.
 3. Define the unique combinations of public safety agencies (police, fire, medical, etc) responsible for providing emergency response services in any specific geographic location.
- K.** When the 9-1-1 Routing feature is provided, the Customer is responsible for identifying any primary and secondary PSAPs associated with the unique combinations noted in J.3. above and providing the access or telephone numbers required to support the selective transfer feature of 9-1-1 Routing service.
- L.** After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.

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SECTION 5 – EMERGENCY SERVICES (CONT'D.)**5.2 Intelligent Emergency Network™ Rules & Regulations (Cont'd.)**

- M.** The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of ALI Management Service:
1. Such information shall be used by the Customer solely for the purpose of aiding the Customer in identifying, updating and/or verifying the addresses of 9-1-1 callers within the Customer's serving areas in connection with the Customer's provision of emergency response services.
 2. Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.
 3. Customer shall use due care in providing for the security and confidentiality of the information.
 4. Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.
- N.** Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person: (1) for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them, or (2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of Intelligent Emergency Network™ Service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing Intelligent Emergency Network™ Service hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this Tariff.

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SECTION 5 – EMERGENCY SERVICES (CONT'D.)**5.3 Intelligent Emergency Network™ Service Rates and Charges**

	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>
9-1-1 Routing Service	ICB	ICB
ALI Management Services	ICB	ICB
9-1-1 Exchange Access Trunks	ICB	ICB
ALI Data Access Connections	ICB	ICB
Diverse Facility Routing	ICB	ICB

Notes:

1. Additional charges may apply for other Local Exchange Services under this Tariff or by other local exchange carriers in connection with the provisioning of E911 service to the Customer.
2. 9-1-1 Routing Service and ALI Management Services are provided as a package. Customer requests to obtain these services separately will be handled individually.
3. ICB pricing to be determined based upon unique service configuration requirements for each Customer including, but not limited to, term of agreement, volume of traffic, and proximity of Customer to Company facilities.

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SECTION 6 – LOCAL EXCHANGE SERVICES (CONT'D.)

6.1 General

6.1.1 Timing of Calls

Where applicable, the following rate period and timing parameters apply:

- A.** Initial Period - The initial period is the length of a call for minimum billing purposes. The initial period varies by rate schedule and is specified in individual product rates sections of this Tariff.
- B.** Additional Period - The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods vary by rate schedule and are specified in the individual product rates sections of this Tariff.
- C.** Chargeable time for all calls ends when one of the parties disconnects from the call.

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SECTION 6 – LOCAL EXCHANGE SERVICES (CONT'D.)**6.2 Local Exchange Service****6.2.1 Business Local Exchange Service****A. Description**

Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

B. Rates**1. Flat Rate Service – All Areas**

	<u>Monthly, per line</u>	
	<u>Maximum</u>	<u>Current</u>
All Rate Groups	\$100.00	\$49.75

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SECTION 6 – LOCAL EXCHANGE SERVICES (CONT'D.)**6.3 Supplementary Services****6.3.1 Directory Listing Service**

- A. The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.
- B. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.
- C. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- D. Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
- E. In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- F. Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
- G. Other Listings - Detariffed Tier 2 Directory Listing services are located in the Company Price Guide.

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SECTION 7 - SPECIAL ARRANGEMENTS

7.1 Special Construction

7.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A.** nonrecurring charges;
- B.** recurring charges;
- C.** termination liabilities; or
- D.** combinations of (A), (B), and (C).

7.1.2 Basis for Cost Computation

The costs referred to in 7.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A.** Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1. equipment and materials provided or used;
 - 2. engineering, labor, and supervision;
 - 3. transportation; and
 - 4. rights of way and/or any required easements.
- B.** Cost of maintenance.

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SECTION 7 - SPECIAL ARRANGEMENTS (CONT'D.)

7.1 Special Construction (Cont'd.)

7.1.2 Basis for Cost Computation (Cont'd.)

- C.** Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- D.** Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E.** License preparation, processing, and related fees.
- F.** Tariff or Agreement for Services preparation, processing and related fees.
- G.** Any other identifiable costs related to the facilities provided; or
- H.** An amount for return and contingencies.

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SECTION 7 - SPECIAL ARRANGEMENTS (CONT'D.)**7.1 Special Construction (Cont'd.)****7.1.3 Termination Liability**

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

- A.** The period on which the termination liability is based is the estimated service life of the facilities provided.
- B.** The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (a.) equipment and materials provided or used;
 - (b.) engineering, labor, and supervision;
 - (c.) transportation; and
 - (d.) rights of way and/or any required easements;
 - 2. License preparation, processing, and related fees;
 - 3. Tariff or Agreement for Services preparation, processing and related fees;
 - 4. Cost of removal and restoration, where appropriate; and
 - 5. Any other identifiable costs related to the specially constructed or rearranged facilities.
- C.** The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.3.B preceding shall be adjusted to reflect the re-determined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
- D.** Inclusion of early termination liability by the Company in its Tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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SECTION 7 - SPECIAL ARRANGEMENTS (CONT'D.)**7.2 Non-Routine Installation and/or Maintenance**

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

7.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective customer for service which falls within this Special Arrangements section. Rates quoted in response to such requests may be different for Tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

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SECTION 8 - PROMOTIONAL OFFERINGS

8.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company shall file promotions with the Commission for Tariff approval prior to offering service at promotional rates

8.2 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a limited period of time.

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Intrado Communications Inc.

Exhibit 1-B

List of Detariffed Services

Exhibit 1-B

List of Services to be offered by Intrado Communications Inc. on a Detariffed Basis

Tier 2 Calling Features

- Call Forward
- Call Return
- Call Waiting
- Caller ID with Name
- Repeat Dialing
- Three-way Calling
- Directory Assistance Services
- Local Operator Services
- Busy Line Verification and Line Interrupt Services

Intrado Communications Inc. may from time to time add new Tier 2 Services. All such new services will be offered in compliance with Rule 4901:1-6-06 of the Ohio Administrative Code. Current rates, terms and conditions for all of its detariffed nonresidential tier 2 services are available in the Price Guide for Detariffed and/or Unregulated Local Exchange Services on the Intrado Communications Inc. website (www.intradocommunications.com).

Intrado Communications Inc.

Exhibit 2

Proposed Access Services Tariff

Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503

P.U.C.O. Tariff No. 3
Original Title Sheet

CARRIER-TO-CARRIER TARIFF

Intrado Communications Inc.
CARRIER TO CARRIER TARIFF

Case No.:

Regulations and Schedule of Intrastate Access Rates

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate access telecommunications services by Intrado Communications Inc. This tariff is available for public inspection during normal business hours at the main office of Intrado Communications Inc. at 1601 Dry Creek Drive, Longmont, Colorado 80503.

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CARRIER-TO-CARRIER TARIFF

CHECK SHEET

The sheets listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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

* - Indicates pages included with this filing.

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EXPLANATION OF SYMBOL

- (C) To signify changed rate, regulation or condition.
- (D) To signify discontinued rate, regulation or condition.
- (I) To signify an increase.
- (M) To signify text relocated without change.
- (N) To signify new material, including a listing, rate, regulation, rule or condition.
- (R) To signify a reduction.
- (T) To signify a change in the word of text, but no change in the rate, rule or condition.

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CARRIER-TO-CARRIER TARIFF

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CARRIER-TO-CARRIER TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Code - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX or 950-XXXX.

Access Line - An arrangement which connects the Customer's local exchange line to a Company designated switching center or point of presence.

Access Minutes - The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

Access Service Request (ASR) - The service order form used by access service Customers and the Company for establishing, moving or rearranging access services provided by the Company.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Offices and the Customer's Premises or Point of Presence.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or Customer's terminal equipment as an indication that the called party has answered or disconnected.

Automatic Number Identification (ANI) - The automatic transmission of a caller's billing account telephone number to a local exchange company, Interexchange Carrier or a third party Customer. The primary purpose of ANI is for billing toll calls.

Bit - The smallest unit of information in a binary system of notation.

Bps - Bits per second. The number of bits transmitted in a one second interval.

Call - A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Serving Wire Center, End Office or Access Tandem Switch.

Casual Calling - Where access to the Company's network and the subsequent use of service by the Customer is initiated through the dialing of a toll-free number or Access Code. Casual Calling allows non-Pre subscribed customers to utilize the services of the Company.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Central Office - The premises of the Company or another local exchange carrier containing one or more switches where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities.

Channel - A communications path between two or more points.

CIC - An Interexchange Carrier identification code.

Commission - Refers to the Public Utilities Commission of Ohio, unless otherwise indicated.

Common Carrier - An authorized company or entity providing telecommunications services to the public.

Company or Carrier - Used throughout this tariff to indicate Intrado Communications Inc.

Constructive Order - Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

CPE - Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

Customer - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the Customer is an Interexchange Carrier utilizing the Company's Switched or Dedicated Access services described in this tariff to reach its End User customer(s).

Customer Premises - The premises specified by the Customer for termination of access services. Typically an Interexchange Carrier's Point of Presence.

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CARRIER-TO-CARRIER TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Dedicated Access - Where originating or terminating access between an End User and an Interexchange Carrier are provided via dedicated facilities, circuits or channels. A method of reaching the Customer's communication and switching systems whereby the End User is connected directly to the Customer's Point of Presence without utilizing the services of the local switched network.

DS0 - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

DS1 - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

DS3 - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

End Office - The Central Office from which the End User's Premises would normally obtain local exchange service and dial tone from the Company or other local exchange carrier.

End Office Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the End User is connected via station loops or trunks to an End Office Switch.

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. In most contexts, the End User is the customer of an Interexchange Carrier who in turn utilizes the Company's Switched or Dedicated Access services described in this tariff to provide the End User with access to the IXC's communication and switching systems.

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CARRIER-TO-CARRIER TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

End User Premises - The premises specified by the Customer or End User for termination of access services at the End User's physical location.

Equal Access - Where the local exchange company central office provides interconnection to Interexchange Carriers with Feature Group D circuits. In such End Offices, Customers can presubscribe their telephone line(s) to their preferred Interexchange Carrier. A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Gbps - Gigabits per second; billions of bits per second.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Host Office - An electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Individual Case Basis or ICB - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case.

Interstate - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points located in different states within the United States or between one or more points in the United States and at least one international location.

Intrado - Refers to Intrado Communications Inc., issuer of this tariff.

Intrastate - For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the same state.

Interexchange Carrier (IXC) - A long distance telecommunications services provider that furnishes services between exchange areas.

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CARRIER-TO-CARRIER TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Kbps - Kilobits per second; 1000s of bits per second.

LATA - Local Access and Transport Area. A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

LEC - Local Exchange Company.

Mbps - Megabits per second; millions of bits per second.

Message - See Call.

N/A - Not Applicable.

Non-Recurring Charge (NRC) - The initial charge, usually assessed on a one-time basis, to initiate and establish a service or feature.

NPA - Numbering Plan Area or area code.

OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

OC-48 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps

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CARRIER-TO-CARRIER TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Off-Hook - The active condition of Switched Access service or a telephone exchange line.

On-Hook - The idle condition of Switched Access service or a telephone exchange line.

Originating Direction - The use of Switched Access service for the origination of calls from an End User's Premises to a Customer's Point of Presence.

PIC Authorization - A Customer's or End User's selection of a PIC that meets the requirements of federal and state law.

PIC - Primary Interexchange Carrier.

Point of Presence or POP - The physical location associated with an Interexchange Carrier's communication and switching systems.

Point of Termination - The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - All the space in the same building in which a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied by one Customer. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the building.

Presubscription - An arrangement whereby a Customer selects and designate to the Company or other LEC a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

Primary Interexchange Carrier - The IXC designated by the Customer as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

Private Line - A service which provides dedicated path between one or more Customer Premises.

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CARRIER-TO-CARRIER TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Query - The inquiry to a Company data base to obtain information, processing instructions or service data.

Recurring Charge - The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

Remote Switching Modules or Remote Switching Systems (RSM/RSS) - Small remotely controlled electronic End Office Switching equipment which obtains its call processing capability from a Host Office. An RSM/RSS cannot accommodate direct trunks to a Customer.

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

Service Order - A written request for network services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties for services offered under this tariff.

Serving Wire Center Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the Customer is connected via station loops or trunks to a Serving Wire Center Switch.

Signaling System Number 7 (SS7) - The protocol used for out-of-band interoffice signaling to provide call control, remote network management, and maintenance capabilities for the interoffice telephone network.

Special Access - See Dedicated Access.

Station - Refers to telephone equipment or an exchange access line from or to which calls are placed.

Switched Access - Where originating or terminating access between an End User and an Interexchange Carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using services of the local switched network.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Tandem Switch - See Access Tandem.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Direction - The use of Switched Access Service for the completion of calls from a Customer's Point of Presence to an End User Premises.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Intrado Communications Inc.

- 2.1.1 The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.
- 2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.

2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.2.4 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Limitations

- 2.3.1** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.3.3** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.4** The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall not be relieved of obligations to make payments for charges relating to any blocked service that causes interference to the Company or other users and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.5** The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.4 Assignment and Transfer

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 Application for Service

Customers may be required to enter into written or oral service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.6 Ownership of Facilities

2.6.1 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code used by the Company in the provision of service under this tariff.

2.6.2 Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.7 Liability of the Company

- 2.7.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.
- 2.7.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.7 Liability of the Company (Continued)

- 2.7.6** No liability shall attach to the Company by reason of any defacement or damage to the Customer's premise resulting from the existence of the Company's equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8** The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.7.9** Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.8 Liability of the Customer

- 2.8.1** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2** To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.8.3** A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4** The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provided to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.9 Obligations of the Customer

2.9.1 The Customer is responsible for making proper application for service; placing any necessary orders; for complying with tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or the non-compliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- B.** providing at Customer's expense, and as specified by the Company when Customer orders service, any needed equipment, adequate and secure equipment space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premise;
- C.** obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1 (b). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including any costs of altering the structure to permit installation of the Company-provided facilities and/or equipment, shall be borne entirely by the Customer, or may be supplied by the Company and charged to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- D.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premise at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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2.9 Obligations of the Customer (Continued)

2.9.1 (continued)

- E.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.9 (c); and granting or obtaining permission for Company agents or employees to enter the premise of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- F.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G.** making access to Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H.** ensuring that any Customer-provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.9 Obligations of the Customer (Continued)

2.9.2 With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

A. Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

B. Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

C. Jurisdictional Reports

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

1. Originating Access: Originating access minutes consist of traffic originating from the Company's Central Office(s). The Customer must provide the Company with a projected PIU factor on an annual basis.
If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.
2. Terminating Access: Terminating access minutes consist of traffic terminating to the Company's Central Office(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

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2.9 Obligations of the Customer (Continued)

2.9.2 (continued)

C. Jurisdictional Reports (continued)

3. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

D. Jurisdictional Audits

1. The Customer shall keep sufficient detail from which the percentages of interstate and intrastate use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The Customer must maintain these records for twenty-four (24) months from the date the report became effective for billing purposes.
2. Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year. The Customer shall supply the required data within thirty (30) calendar days of the Company request.
3. In the event that an audit reveals that any Customer reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed twenty-four (24) months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within thirty (30) days from receipt of bill or by the following bill date, whichever is a shorter period.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.9 Obligations of the Customer (Continued)

2.9.2 (continued)

D. Jurisdictional Audits (continued)

4. Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
5. Within fifteen (15) days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

2.10 Billing and Payment For Service

2.10.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- C. any calls placed by or through the Customer's equipment via any remote access feature(s).

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2.10 Billing and Payment For Service (Continued)

2.10.2 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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2.10 Billing and Payment For Service (Continued)

2.10.3 Payment for Service

- A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff. Any known unbilled charges for prior periods and any known unbilled adjustments also will be applied to this bill. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges, including without limitation installations, service connections, moves or rearrangements, are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period.
- E. Customer billing will begin on the service commencement date, which is the day the Company determines in its reasonable sole discretion that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- G. Amounts not paid within thirty (30) days after the mailing date of an invoice will be considered past due.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.10 Billing and Payment For Service (Continued)

2.10.4 Disputed Charges

- A.** Any objections to billed charges must be reported to the Company or its billing agent within sixty (60) days of the invoice of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within sixty (60) days of the invoice date of the bill for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D.** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- E.** If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- F.** If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.10 Billing and Payment For Service (Continued)

2.10.5 Late Payment Fees

A late payment rate of 1.5% per month multiplied by the amount of payment that is late, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

2.10.6 Returned Check Charge

A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.11 Taxes, Surcharges and Fees

2.11.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

2.11.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.12 Deposits and Advanced Payments

2.12.1 General

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Company may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

2.12.2 Deposits

- A.** To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges under Commission rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- B.** The maximum amount of any deposit shall not exceed the equivalent of the Customers estimated liability for two (2) months service.
- C.** The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission or as otherwise permitted by applicable law.
- D.** If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- E.** Upon discontinuance of service, the Company shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company; refunds shall be made promptly after determination of the Customer's final invoice.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.12 Deposits and Advanced Payments (Continued)

2.12.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.13 Cancellation by Customer

2.13.1 General

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished up to and including the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

2.13.2 Cancellation of Service Order

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.14 Discontinuance of Service by Company

- 2.14.1** Service will continue to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.
- 2.14.2** The Company may refuse or discontinue service to a Customer without incurring any liability under the following conditions. The Company is not obligated to give prior notice of its intent to refuse or discontinue service under the following conditions, but will attempt to provide notice to Customers of such refusal or discontinuance at the earliest reasonable opportunity.
- A.** For violation of law: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
 - B.** For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
 - C.** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law.
 - D.** In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
 - E.** In the event of tampering with the equipment or services owned by the Company or its agents in a manner which adversely affects the network or other Customers.
 - F.** In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
 - G.** If any of the facilities, appliances, or apparatus on Customer's premise are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.14 Discontinuance of Service by Company (Continued)

2.14.3 The Company may refuse or discontinue service under the following conditions provided unless otherwise stated, it gives written notice to the Customer, and gives the Customer a minimum of five (5) business days to remedy any deficiency:

- A.** For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due. If any billed amount is in dispute, the Customer has the right to appeal to the PUCO. Service will not be discontinued while the dispute is under PUCO review.
- B.** For returned checks: At the Company's discretion it may refuse, suspend or cancel the service of any Customer, in the same manner as provided for nonpayment, whose check or draft is returned unpaid for any reason after two attempts at collection.
- C.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D.** For Customer use of, or Customer's permitting the use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premise of such person.
- E.** For use of service for any property or purpose other than that described in the Service Order.
- F.** For Customer's breach of any contract for service between the Company and the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.15 Restoration of Service

- 2.15.1** If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnect for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.15.2** A restoration fee of \$25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- 2.15.3** Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.16 Provision of Company Equipment and Facilities

- 2.16.1** The Company shall use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.16.2** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.16.3** Equipment the Company provides or installs at the Customer premise shall not be used for any purpose other than that for which the equipment is provided.
- 2.16.4** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided equipment. Where such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- A.** the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B.** the reception of signals by Customer-provided equipment; or
 - C.** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.17 Interconnection

- 2.17.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.2** Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3** The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, at the Company's sole discretion, install protective equipment at the Customer's expense. If the Company determines that installed protective equipment does not or will not eliminate the actual or potential harm, the Company may immediately terminate the Customer's service.
- 2.17.4** If harm to the Company's network, personnel or services due to interconnection with another carrier's services is deemed by the Company to be imminent, the Company reserves the right to immediately shut down Customer's service without prior notice.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.18 Customer-Provided Equipment

- 2.18.1** The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2** Terminal equipment on the user's premise and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.18.3** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.18.4** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.18.5** If the protective requirements for Customer-provided equipment are not being met, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel, including immediate termination of the Customer's service
- 2.18.6** If harm to the Company's network, personnel or services due to Customer-provided equipment is deemed by the Company to be imminent, the Company reserves the right to immediately shut down Customer's service without prior notice and without incurring liability.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.19 Inspection, Testing and Adjustments

- 2.19.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.19.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made accessible to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.
- 2.19.3** The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.20 Allowances for Interruptions in Service

2.20.1 General

- A.** Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruption, a credit allowance will be given when service is interrupted, except as specified in Section 2.20.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B.** An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premise for test and repair by the Company, or continues to make voluntary use of the service, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.20 Allowances for Interruptions in Service (Continued)

2.20.2 Limitations of Allowances

- A.** No credit allowance will be made for any interruption in service:
1. due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
 2. due to the failure of power, equipment, systems, connections or services not provided by the Company;
 3. due to circumstances or causes beyond the reasonable control of the Company;
 4. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.20 Allowances for Interruptions in Service (Continued)

2.20.2 Limitations of Allowances (Continued)

- A. No credit allowance will be made for any interruption in service: (Continued)
5. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 6. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
 7. that was not reported to the Company within thirty (30) days of the date that service was affected.
 8. Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

2.20.3 Use of Another Means of Communications

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.20 Allowances for Interruptions in Service (Continued)

2.20.4 Application of Credits for Interruptions in Service

- A. Except as provided in Section 2.10.2 A., if a Customer's service is interrupted, and it remains interrupted for eight normal working hours or longer after access to the premises is made available to the Company, and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)
B = total monthly recurring charge for affected service.
- D. No credits will be provided for usage sensitive services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.21 Notices and Communications

- 2.21.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.
- 2.21.3** Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.21.4** Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.21.5** Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.21.6** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.22 Mixed Interstate and Intrastate Switched Access Services

2.22.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.9.2 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:

- A.** For nonrecurring chargeable rate elements, multiply the PIU times the quantity of chargeable elements times the interstate tariff rate per element.
- B.** For usage sensitive chargeable rate elements, multiply the PIU times actual use (measured or Company assumed average use) times the interstate rate.

2.22.2 A similar calculation is then performed to determine the intrastate portion of the bill.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities

2.23.1 When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for switched access, see Section 2.9.2:

- A.** If the Customer's estimate of the interstate traffic on the service equals 10% or more of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- B.** If the Customer's estimate of the interstate traffic on the service is less than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate intrastate tariff.
- C.** If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

- 3.1.1** Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises in the LATA where it is provided.
- 3.1.2** When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3** In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.2 Manner of Provision

- 3.2.1** Switched Feature Group (FG) Access is furnished for originating and terminating calls by the Customer to its End User. FG Access is furnished on a per-line or per trunk basis.
- 3.2.2** Originating traffic type represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for FG Access, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.
- 3.2.3** Feature Group Access is provisioned, at minimum, at the DS-1 level and provides line-side or trunk-side access to End Office switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).
- 3.2.4** Two types of Feature Group Access are available:
- A. Tandem Connect Access:** This option applies when the Customer has no direct facilities to the Company. All traffic is routed to and from Company's End Office via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
 - B. Direct Connect Access:** This option applies when the Company provides facilities between the Customer's premises and a Company End Office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access. Direct Connect Access is provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.3 Rate Categories

3.3.1 Common Line

The Common Line rate category establishes the charges related to the use of Company-provided End User common lines by Customers and End Users for intrastate access.

3.3.2 Tandem Connect Access

The Tandem Connect Access rate category establishes the charges related to the transmission and Feature Group switching facilities between the Customer's tandem provider and the end office switch(es) where the Customer's traffic originates or terminates.

A. Tandem Switched Transport

Tandem-Switched Transport is composed of the following rate elements:

1. The Tandem-Switched Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.
2. The Tandem-Switched Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis.
3. The Tandem-Switching element includes the access tandem switching associated with Tandem-Switched Transport traffic and is assessed per access minute switched through the tandem.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.3 Rate Categories (Continued)

3.3.2 Tandem Connect Access, (Cont'd.)

B. Common Multiplexing

Common Multiplexing is provided on a usage sensitive basis in conjunction with Tandem-Switched Transport. Switched access facilities are connected to the tandem as DS1 circuits. Multiplexing is required to convert common switched facilities from an operating speed of 44.736 Mbps to an operating speed of 1.544 Mbps.

C. Common Trunk Port

The Common Trunk Port used by multiple Customers provides for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic. The Common Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access. This rate will also be assessed on all minutes of use originating or terminating at a RSS/RSM.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.3 Rate Categories (Continued)

3.3.3 End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of End User lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

A. Local Switching

The Local Switching rate element provides for (1) local end office switching, i.e., the common switching functions associated with the various Switched Access Service arrangements and (2) intercept functions, i.e., the termination of certain calls at a Telephone company intercept operator or recording.

B. Host-Remote Transport

- The Host-Remote Termination rate is assessed to all switched minutes transported between the Host office and a RSM or RSS. Host Remote rates apply to all Feature Groups used to connect to the Host office.
- The Host-Remote Facility rate applies on a per minute per mile basis to all switched access minutes transported between the Host office and a RSM and RSS, regardless of the type of Switched Transport service the Customer uses to connect to the Host office.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.3 Rate Categories (Continued)

3.3.4 Toll-Free 8XX Data Base Access Service

The Toll-Free 8XX Data Base Access Service is a service offering that utilizes originating trunk side Switched Access Service to deliver Toll Free calls to the Company's Interexchange Carrier Customers. The service provides for the forwarding of End User dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Interexchange Carrier Customer based on the dialed Toll-Free Number. Records exchange, rating and billing for Toll Free Data Base Access Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

A. Customer Identification Charge

Toll Free Data Base Access Service Customer Identification Charge applies for the identification of the appropriate Interexchange Carrier Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio. The per query Customer Identification Charge is set forth in Section 3.9.4.

3.3.5 Switched Access Optional Features

Various optional features may be available and will be priced on an Individual Case Basis.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.4 Access Ordering

3.4.1 General

- A. Customers may order switched access through a Constructive Order, as defined herein, or through an ASR.
- B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:
 - 1. Customer name and Premises address(es);
 - 2. Billing name and address (when different from Customer name and address); and
 - 3. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.4.2 Access Service Date Intervals

- A. Access Service is provided with Standard or Negotiated Intervals
- B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:
 - 1. For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.4 Access Ordering (Continued)

3.4.2 Access Service Date Intervals (continued)

B. (continued)

2. For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Company will negotiate a Service Date interval with the Customer when:
 - (a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
 - (b) There is no existing facility connecting the Customer Premises with the Company; or
 - (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
 - (d) The Company determines that Access Service cannot be installed within the Standard Interval.

- C. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

3.4.3 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.5 Special Construction or Special Service Arrangements

- 3.5.1** Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 6 of this tariff.

3.6 Obligations of the Company

- 3.6.1** With regard to access services provided by the Company, specific Company responsibilities include, but are not limited to the following:

A. Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.6 Obligations of the Company (Continued)

3.6.1 (continued)

B. Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.7 Obligations of the Customer

3.7.1 The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are in addition to obligations specified in Section 2.9 of this tariff and are as follows:

A. Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable:

1. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.9.2(c) preceding. Charges will be apportioned in accordance with those reports.

2. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the Customer must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

B. On and Off-Hook Supervision

The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.8 Rate Regulations

3.8.1 General

There are three types of rates and charges that apply to Switched Access Service provided by the Company. These are monthly recurring charges, usage charges, and nonrecurring charges.

3.8.2 Types of Charges

- A. Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.
- B. Recurring Charges are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.
- C. Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.8 Rate Regulations (Continued)

3.8.3 Measurement of Access Minutes

- A. When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch.
- B. For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- C. When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.
- D. For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.
- E. Mileage, where applicable, will be measured in accordance with standard industry practices.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.8 Rate Regulations (Continued)

3.8.4 Moves

A. A move of services involves a change in the physical location of one of the following:

1. The point of termination at the Customer's Premises, or
2. The Customer's Premises

B. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:

1. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

2. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.8 Rate Regulations (Continued)

3.8.5 Installation of Optional Features

- A. If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.
- B. For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

3.8.6 Service Rearrangements

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's End User's premises. Changes that result in the establishment of new minimum period obligations are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.9 Rates and Charges – AT&T Territory

3.9.1 Common Line Access Service

A. Carrier Common Line

- Per Originating Minute	\$0.00
- Per Terminating Minute	\$0.00

3.9.2 Tandem Connect Access

A. Tandem Switched Transport, per Minute

Zone 1	\$0.000103
Zone 2	\$0.000103
Zone 3	\$0.000105
Zone 4	\$0.000107
Zone 5	\$0.000109

B. Tandem Switched Transport, per Minute, per Mile

Zone 1	\$0.000013
Zone 2	\$0.000014
Zone 3	\$0.000014
Zone 4	\$0.000014
Zone 5	\$0.000014

C. Tandem Switching, per Minute

Zone 1	\$0.001118
Zone 2	\$0.001151
Zone 3	\$0.001155
Zone 4	\$0.001291
Zone 5	\$0.001856

D. Common Transport Multiplexing, per Minute

Zone 1	\$0.000015
Zone 2	\$0.000017
Zone 3	\$0.000018
Zone 4	\$0.000018
Zone 5	\$0.000018

E. Common Trunk Port

Per Minute - All Zones	\$0.000371
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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.9 Rates and Charges – AT&T Territory (Continued)

3.9.2 Tandem Connect Access, (Cont'd.)

B. End Office Switching

Local Switching (per access minute) - All Zones	\$0.00315300
Information Surcharge (per access minute) - All Zones	\$0.00000000

C. Host-Remote Transport

Host Report Termination (per host-remote access minute) - All Zones	\$0.000313
Host-Remote Facility (per Host-Remote access minute per mile) - All Zones	\$0.000016
Host-Remote Trunk Port (per Host-Remote access minute) - All Zones	\$0.000371

3.9.4 Toll-Free 8XX Data Base Access Service

800 Database Query. Per Call - All Zones	\$0.00230400
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3.9.5 Switched Access Optional Features

Optional Features are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.10 Rates and Charges – Embarq Territory

3.10.1 Common Line Access Service

A. Carrier Common Line

- Per Originating Minute	\$0.00
- Per Terminating Minute	\$0.00

3.10.2 Tandem Connect Access

A. Tandem Switched Transport, per Minute

Zone 1	\$0.000412
Zone 2	\$0.000412
Zone 3	\$0.000412

B. Tandem Switched Transport, per Minute, per Mile

Zone 1	\$0.000035
Zone 2	\$0.000035
Zone 3	\$0.000035

C. Tandem Switching, per Minute

Zone 1	\$0.000124
Zone 2	\$0.000124
Zone 3	\$0.000124

D. Common Transport Multiplexing, per Minute

Zone 1	\$0.000405
Zone 2	\$0.000405
Zone 3	\$0.000405

E. Common Trunk Port

Per Minute - All Zones	\$0.000405
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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.10 Rates and Charges - Embarq Territory (Continued)

3.10.2 Tandem Connect Access, (Cont'd.)

F. End Office Switching

Local Switching (per access minute) - All Zones	\$0.003644
Information Surcharge (per access minute) - All Zones	\$0.000000

G. Host-Remote Transport

Host Report Termination (per host-remote access minute) - All Zones	\$0.000412
Host-Remote Facility (per Host-Remote access minute per mile) - All Zones	\$0.000035
Host-Remote Access Tandem Switching (per minute x 2)	\$0.000810
Host-Remote Access Tandem Switching (per host-remote access minute)	\$0.000405

3.10.3 Toll-Free 8XX Data Base Access Service

800 Database Query. Per Call - All Zones	\$0.006755
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3.10.4 Switched Access Optional Features

Optional Features are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.11 Rates and Charges – Verizon North Territory

3.11.1 Common Line Access Service

A. Carrier Common Line

- Per Originating Minute	\$0.00
- Per Terminating Minute	\$0.00

3.11.2 Tandem Connect Access

A. Tandem Switched Transport, per Minute All Areas	\$0.0000000
B. Tandem Switched Transport, per Minute, per Mile All Areas	\$0.0000020
C. Tandem Switching, per Minute All Areas	\$0.0024000
D. Common Transport Multiplexing, per Minute All Areas	\$0.0000000
E. Common Trunk Port, per Minute All Areas	\$0.0015479

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.11 Rates and Charges – Verizon North Territory (Continued)

3.11.2 Tandem Connect Access, (Cont'd.)

F. End Office Switching

Local Switching (per access minute)	\$0.0022077
Information Surcharge (per access minute)	\$0.0000000

G. Host-Remote Transport

Host Report Termination (per host-remote access minute)	\$0.00000000
Host-Remote Facility (per Host-Remote access minute per mile)	\$0.00000200
Host-Remote Trunk Port (per Host-Remote access minute)	\$0.00154790

3.11.3 Toll-Free 8XX Data Base Access Service

800 Database Query. Per Call - All Zones	\$0.00856840
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3.11.4 Switched Access Optional Features

Optional Features are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.12 Rates and Charges – Cincinnati Bell Territory

3.12.1 Common Line Access Service

A. Carrier Common Line

- Per Originating Minute	\$0.00
- Per Terminating Minute	\$0.00

3.12.2 Tandem Connect Access

A. Tandem Switched Transport, per Minute

Zone 1	\$0.000600
Zone 2	\$0.000600
Zone 3	\$0.000600

B. Tandem Switched Transport, per Minute, per Mile

Zone 1	\$0.000117
Zone 2	\$0.000117
Zone 3	\$0.000117

C. Tandem Switching, per Minute

Zone 1	\$0.002001
Zone 2	\$0.002001
Zone 3	\$0.002001

D. Common Transport Multiplexing, per Minute

Zone 1	\$0.000240
Zone 2	\$0.000240
Zone 3	\$0.000240

E. Common Trunk Port

Per Minute - All Zones	\$0.000968
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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.12 Rates and Charges – Cincinnati Bell Territory (Continued)

3.12.2 Tandem Connect Access, (Cont'd.)

F. End Office Switching

Local Switching (per access minute)	\$0.00367140
Information Surcharge (per access minute) - All Zones	\$0.00000000

G. Host-Remote Transport

Host Report Termination (per host-remote access minute) - All Zones	\$0.00060000
Host-Remote Facility (per Host-Remote access minute per mile) - All Zones	\$0.00011700

3.12.3 Toll-Free 8XX Data Base Access Service

800 Database Query. Per Call - All Zones	\$0.00239100
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3.12.4 Switched Access Optional Features

Optional Features are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.13 Rates and Charges – Windstream Ohio Territory

3.13.1 Common Line Access Service

A. Carrier Common Line

- Per Originating Minute	\$0.015000
- Per Terminating Minute	\$0.042800

3.13.2 Toll-Free 8XX Data Base Access Service

800 Database Query. Per Call - All Zones	\$0.005600
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3.13.3 Switched Access Optional Features

Optional Features are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

3.14 Rates and Charges – Service Order Charges

Service Order Charges are non-recurring charges to recover the administrative costs associated with initiating Access Service.

1.	Service Implementation	
1.	Access Order Charge, per Access Request	\$ 60.00
2.	Installation Charge, per Trunk	\$115.00
2.	Service Date Change, per Access Order	\$ 25.00
3.	Design Change/Partial Cancellation Charge Per Access Order	\$ 50.00

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Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503

P.U.C.O. Tariff No. 3
Original Sheet 69

CARRIER-TO-CARRIER TARIFF

SECTION 4 - DEDICATED ACCESS SERVICE

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SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES

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CARRIER-TO-CARRIER TARIFF

SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

6.1 Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

6.2 Special Service Arrangements

6.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements are not detrimental to any other services furnished under the Company's tariffs.

6.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

6.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

6.3 Non-Routine Installation Charges

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

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SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION, (CONT'D)

6.4 Special Construction Charges

6.4.1 General

- A.** Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
 2. of a type other than that which the Company would normally utilize in the furnishing of its services;
 3. over a route other than that which the Company would normally utilize in the furnishing of its services;
 4. in a quantity greater than that which the Company would normally construct;
 5. on an expedited basis;
 6. on a temporary basis until permanent facilities are available;
 7. involving abnormal costs;
 8. in advance of its normal construction; or
 9. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.
- B.** Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C.** Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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Intrado Communications Inc.

Exhibit 3

Description of Proposed Services

Intrado Communications Inc.

Exhibit 3

Description of Proposed Services

Intrado Communications Inc. ("Intrado Comm" or "Company") was granted authority by the Public Utilities Commission of Ohio to provide competitive emergency services as a telecommunications carrier (Case No. 07-1199-TP-ACE) on March 6, 2008 under Certificate Number 90-8000. With the application, the Company's intent was only to serve the needs of the public safety community.

Intrado Communications Inc. files this application to expand its authority to provide local exchange services to business customers and government and public safety agency customers. As a facilities-based provider of competitive local exchange services, Intrado Communications Inc. intends to offer Ohio customers additional options to the emergency services Intrado Comm is already authorized to provide.

Intrado Communications Inc.

Exhibit 4

Description of Proposed Market Area

The Company intends to provide local exchange services in the ILEC territories of AT&T Ohio, Verizon North, Inc., United Telephone Company of Ohio d/b/a Embarq, Cincinnati Bell Telephone Company, LLC and Windstream Ohio, Inc.

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Case No(s). 08-1289-TP-ACE

Summary: Application to Provide Facilities Based and Resold CLEC Services, part 1 of 2
electronically filed by Ms. Suzanne Pagana on behalf of Intrado Communications Inc.