

FILE

89

Case # 09-609-TP-ATA
Tariff # 90-9331-TP-TRF

Delta Telecom, Inc.
7881 Tuscany Dr.
Poland, OH 44514
(330)990-5004 Phone
(330)757-4265 Fax

August 11, 2009

Public Utilities Commission of Ohio
Attn: Docketing Division
180 East Broad St.
Columbus, OH 43215-3793

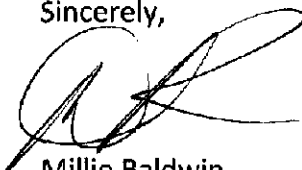
RE: **Change to Initial Application Carrier to Carrier Tariff**

Please accept the attached changes to our Initial Application for our Carrier to Carrier Tariff. I have been speaking with Michelle Green at the Public Utilities Commission with regards to this application.

Enclosed are 1 original and 4 copies of our Carrier to Carrier Tariff.

Please contact me at (330)990-5004 if you need any additional information.

Sincerely,



Millie Baldwin
President

PUCO

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

In the Matter of the Application of _____)
to _____)
_____)
_____)

TRF Docket No. 90- 9331-TP-TRF
Case No. 09 - 609 - TP - ATA
NOTE: Unless you have reserved a Case # or are filing a Contract,
leave the "Case No" fields BLANK.

Name of Registrant(s) Delta Telecom, Inc.
DBA(s) of Registrant(s) _____
Address of Registrant(s) 7881 Tuscany Dr. Poland, OH 44514
Company Web Address _____
Regulatory Contact Person(s) Millie Baldwin Phone (330)990-5004 Fax (330)757-4265
Regulatory Contact Person's Email Address millie@deltatelecominc.com
Contact Person for Annual Report Millie Baldwin Phone (330)990-5004
Address (if different from above) _____
Consumer Contact Information Delta Telecom, Inc. Phone 888-725-7291
Address (if different from above) 17 E. McKinley Way Poland, OH 44514
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 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 type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (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 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input checked="" type="checkbox"/> ATA 1-7-14 (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 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (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, Millie Baldwin, and am authorized to make this statement on its behalf.
(Name)

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) 08/11/2009 at (Location) 7881 Tuscan Dr. Poland, OH 44514

*(Signature and Title) [Signature] PRESIDENT

(Date) 8/11/2009

- 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, Millie Baldwin

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) [Signature] PRESIDENT

(Date) 8/11/2009

*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

Delta Telecom, Inc.

**Regulation Schedule of Intrastate Charges
Applying To Competitive Access Communication Services Within
The State of Ohio**

Descriptions, Regulations, Terms, and Conditions, and Rates and Charges applicable to competitive access telecommunications services furnished by Delta Telecom, Inc. ("Delta Telecom" or Company) to and from points in the state of Ohio.

This Tariff is on file with the Public Utility Commission of Ohio, and copies may be inspected during normal business hours, at the Company's principal place of business 17 E. McKinley Way, Poland, OH 44514.

Issued July 22, 2009

Effective: August 22, 2009

Millie Baldwin, President
17 E. McKinley Way
Poland, OH 44514

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Checksheet

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1	Original	30	Original	59	Original
2	Original	31	Original	60	Original
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15	Original	44	Original	73	Original
16	Original	45	Original	74	Original
17	Original	46	Original	75	Original
18	Original	47	Original	76	Original
19	Original	48	Original	77	Original
20	Original	49	Original	78	Original
21	Original	50	Original	79	Original
22	Original	51	Original	80	Original
23	Original	52	Original	81	Original
24	Original	53	Original	82	Original
25	Original	54	Original	83	Original
26	Original	55	Original	84	Original
27	Original	56	Original	85	Original
28	Original	57	Original		
29	Original	58	Original		

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Description of Service Area

Local Exchange Service will be offered in the Ohio counties served by AT&T Ohio listed below.

Aberdeen	Conesville	Hillcrest	Miamisburg-West
Akron	Corning	Hilliard	Carrollton
Alliance	Coshocton	Hillsboro	Middletown
Alton	Dalton	Holland	Milledgeville
Arabia	Danville-Highland	Hubbard	Mingo Junction
Atwater	Dayton	Independence	Mogadore
Barnesville	Dayton	Ironton	Monroe
Beallsville	Donnelsville	Jamestown	Montrose
Beavercreek	Dresden	Jeffersonville	Murray City
Bedford	Dublin	Kent	Navarre
Belfast	Duffy	Kirtland	Nelsonville
Bellbrook	East Liverpool	Lancaster	New Carlisle
Belpre	East Palestine	Leetonia	New Holland
Berea	Enon	Leroy	New Lexington
Bethesda	Fairborn	Lewisville	New Matamoras
Bloomington	Findlay	Lindsey	New Riegel
Bloomington	Fletcher-Lena	Lisbon	New Waterford
Bowersville	Fostoria	Lockbourne	Newcomerstown
Burton	Franklin	London	Newport
Canal Fulton	Fremont	Louisville	Niles
Canal Winchester	Fultonham	Lowelville	North Canton
Canfield	Gahanna	Magnolia	North Hampton
Canton	Gallipolis	Waynesburg	North Lima
Carroll	Gates Mills	Manchester	North Royalton
Castalia	Girard	Mantua	Norwich
Cedarville	Glenford	Marietta	Olmsted Falls
Centerville	Gnadenhutten	Marlboro	Painesville
Chagrin Falls	Graysville	Marshall	Perrysburg
Cheshire	Greensberg	Martins Ferry	Philo
Chesterland	Grove City	Bridgeport	Piqua
Christiansburg	Groveport	Massillon	Pitchin
Cleveland	Guyan	Maumee	Rainsboro
Columbiana	Harrisburg	Medway	Ravenna
Columbus	Hartville	Mentor	Reynoldsburg

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Description of Service Area

Local Exchange Service will be offered in the Ohio counties served by AT&T Ohio listed below.

Rio Grande	Toronto
Ripley	Tremont City
Rogers	Trenton
Rootstown	Trinity
Roseville	Ulrichsville
Rushville	Uniontown
Sandusky	Upper Sandusky
Salem	Vandalia
Sebring	Victory
Salineville	Vinton
Sharon	Walnut
Shawnee	Washington Court House
Somerset	Wellsville
South Charleston	West Jefferson
South Solon	West Lafayette
South Vienna	Westerville
Spring Valley	Whitehouse
Springfield	Wickliffe
St. Clairsville	Willoughby
Steubenville	Winchester
Strongsville	Woodsfield
Sugar Grove	Worthington
Sugar Tree Ridge Terrace	Xenia
Thornville	Yellow Springs-Clifton
Tiffin	Youngstown
Toledo	Zanesville

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Description of Service Area

Local Exchange Service will be offered in the Ohio counties served by Embarq as listed below.

Ada	Chesterhill	Greene	Leavittsburg
Adamsville	Chesterville	Greenville	Lexington
Alger	Caledonia	Green Springs	Lima
Alexandria	Cardington	Grelton	Lordstown
Anna	Chatfield	Glouster	Luckey
Andover	Croton	Gomer-Rimer	Lykens
Ansonia	Cygnut	Hebron	Lyons
Applecreek	Danville	Halmer	Madisonburg
Archbold	Degraff	Hartford	Mansfield
Arcanum	Deshler	Hollansburg	Marengo
Big Prairie	Damascus	Holgate	Millersburg
Belle Center	Delphos	Holmesville	Morrow
Bucyrus	Defiance	Huntsville	Mount Gilead
Bluffton	Dunkirk	Jefferson	McConnelsville
Bristolville	Eaton	Jackson Center	Magnetic Springs
Bellefontaine	Eldorado	Jewell	Metamora
Bellville	Eaton	Johnston	Mount Vernon
Berlin Center	East Liberty	Johnstown	Marysville
Bradford	Elida	Johnsville	Mount Sterling
Botkins	Fredericktown	Junction City	Mount Victory
Butler	Fredericksburg	Kidron	Moline
Beaverdam	Florida	Killbuck	North Benton
Cairo	Fort Laramie	Kinsman	Nashville
Crooksville	Frazesburg	Lafayette	North Lewisburg
Camden	Gambier	Lebanon	Napoleon
Centerburg	Glenmount	Liberty Center	Newton Falls

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Description of Service Area

Local Exchange Service will be offered in the Ohio Counties served by Embarq as listed below.

New Madison	Sunbury	Warren
New Paris	Sterling	Waterville
New Winchester	Stony Ridge	Woodland
New Lyme	Shiloh	York Center
Orville	Shreve	
Ottawa	Stockport	
Old Fort	South Lebanon	
Pataskala	Stryker	
Pennsville	Swanton	
Portage	Utica	
Richfield Center	Van Wert	
Russells Point	Versailles	
Rittman	Venedocia	
Ridgeway	West Liberty	
Reinersville	West Manchester	
Rosburg	Wauseon	
Rockford	Woodville	
Rushsylvania	Windham	
Rising Sun	Wooster	
Rosewood	Waynesville	
Raymond	West Mansfield	
Sidney	Westminister	
Shelby	Waynesfield	
Smithville	Wayland	

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Reserved for Future Use

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Explanation of Notes

(C)	Indicates Changed Regulation
(D)	Indicates Discontinued Rate or Regulation
(I)	Indicates Rate Increase
(M)	Indicates Move in Location of Text
(N)	Indicates New Rate or Regulation
(R)	Indicates Rate Reduction
(T)	Indicates Change of Text Only
(S)	Indicates Reissued Matter

Tariff Format

1.1
1.1.1
1.1.1.A.
1.1.1.1.1
1.1.1.1.1.1.

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Section 1 General Regulations

1.1 Application of Tariff

This tariff contains regulations, rates, and charges applicable to the provision of access services by Delta Telecom, Inc. to Customers.

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

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Section 1- General Regulations (cont'd)

1.2 Definitions

ACCESS CODE – Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES – Denotes the usage of the exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ANSWER SUPERVISION – The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER – Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE – A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL – A communications path between two or more points of termination.

COMMUNICATIONS SYSTEMS – Denotes channels and other facilities, which are capable of communications between terminal equipment provided by other than the Company.

COMMISSION or PUCO – Public Utilities Commission.

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17 E. McKinley Way
Poland, OH 44514

Section 1 – GENERAL REGULATIONS (CONT'D)

CUSTOMER – Any individual, partnership, association, corporation or other entity, which subscribes to the services offered under this tariff, including both Interexchange Carriers.

CUSTOMER DESIGNATED PREMISES – The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) – Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH – A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER – Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH – First point of switching.

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

FACILITIES – Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRST POINT OF SWITCHING – The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

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Section 1 – GENERAL REGULATIONS (CONT'D)

INTERSTATE COMMUNICATIONS – Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS – Any communication, which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) – A geographic area established for the provision and administration of communication service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA – A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE – A message is a Call as defined above.

OFF-HOOK – The active condition of Switched Access Service on a telephone exchange line.

ON-HOOK – The idle condition of Switched Access Service on a telephone exchange line.

ORIGINATING DIRECTION – The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premise.

POINT OF TERMINATION – The point of demarcation within a customer designated 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 facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES – A building or buildings on continuous property, not separated by a public highway or right of way.

SERVING WIRE CENTER – The wire center from which the Customer designated premises normally obtains dial tone from the Company.

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Section 1 – GENERAL REGULATIONS (CONT'D)

SPECIAL ACCESS CIRCUIT – The physical pathway for transmission of information between a dedicated originating point and a dedicated termination point.

TERMINATION DIRECTION – The use of Switched Access Service for the completion of calls from a carrier's premise to an End User premise.

TRANSMISSION PATH – An electrical path cable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derive facilities consisting of any form or configuration of plant used in the telecommunications industry.

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.

WIRE CENTER – A physical location in which one or more central offices used for the provision of exchange services are located.

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Section 1 – GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days a week, unless otherwise specified in applicable sections of this tariff.

1.3.1 Limitations of Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishings of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary damages, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed, and will include such interest as might be required by Commission rules.

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Section 1 – GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY (cont'd)

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense 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 or warehousemen, except as contracted by the Company;
 - 2) Any unlawful or unauthorized use of the Company's facilities and services;
 - 3) 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;
 - 4) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - 5) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph "A" of this Subsection 1.3.1;
 - 6) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
 - 7) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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Section 1 – GENERAL REGULATIONS (CONT'D)

- E. The Company's liability for any service or performance failure caused by civil commotion, strike, lockout, work stoppage or other labor difficulty; and terrorist activity, other criminal acts or other force majeure event; shall be governed by the Commission's rules and regulations.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- G. 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.
- H. 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.
- I. Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier 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 cause.

1.4 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 1.4.2 following. A service is interrupted when it becomes inoperative to the Customer, the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. All credit allowances shall be in compliance with applicable requirements.

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Section 1 – GENERAL REGULATIONS (CONT'D)

- D. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premise for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowance will be made for a service, facility or circuit considered by the Company to be impaired.
- E. The Customer shall be responsible for the payment of the 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.

1.5 ALLOWANCES FOR INTERRUPTION IN SERVICE (cont'd)

1.4.2 Limitations of Allowances

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

- 1) Occurs as a result of a negligent or willful act on the part of the Subscriber;
- 2) Occurs as a result of a malfunction of Subscriber owned telephone equipment;
- 3) Occurs as a result of military action, wars, insurrections, riots, strikes or other force majeure event; and
- 4) Extended by the Company's inability to gain access to the Subscriber's premises due to the Subscriber missing a repair appointment.

All adjustments will be made in accordance with the Commission requirements.

1.4.3 Use of Another Means of Communications

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

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1.4 ALLOWANCES FOR INTERRUPTION IN SERVICE (cont'd)

1.4.4 Application of Credits for Interruptions in Service

- A. Except as provided in Section 1.4.2, if a Customer's service is interrupted, and it remains interrupted for eight (8) normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustments 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 rate 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 July be accomplished by a credit on the 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 $1/720^{\text{th}}$ of the monthly charges for the services affected for each day that the interruption continues. The formula 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.

1.4.5 Application of Credits for Interruption in Service

- D. No Credits will be provided for usage sensitive services.
- E. Cellular and other wireless transmission and Internet based calling 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 that experience problems related to Internet based communications including but not limited to those calls that transcend wireline and Voice Over Internet Protocol ("VOIP") networks.

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1.4 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

1.4.6 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative services credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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SECTION 2 – RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Use of Service

- A. Service may be used for any lawful purpose by the Customer or by any End user.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C. 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.
- D. 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 pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of an 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.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth in Section 2.7.4 of this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and as more fully set forth elsewhere in this tariff (examples of these conditions are more fully set forth in Section 2.1.1 of this tariff), shall not be liable for errors or transmission or for failure to establish connections.
- D. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.3 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. 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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Section 2 – RULES AND REGULATIONS (CONT'D)

2.3 PAYMENT FOR SERVICE RENDERED

- 2.3.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from other costs incurred in collecting charges owed to the Company.
- 2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.
- 2.3.3 The Company reserves the right to assess a charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.7.1 below.
- 2.3.4 Disputed Charges
 - A. 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.
 - B. 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.
 - C. 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 Section 2.3.1.
 - D. 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 2.3.1.
 - E. 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)

2.3.4 Disputed Charges (cont'd)

- F. The Customer shall notify the Company of any disputed items on an invoice within ninety (90) days of receipt of invoice.

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

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793
Telephone: (614)466-3292

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Section 2 – RULES AND REGULATIONS (CONT'D)

2.4 DEPOSITS

- 2.4.1 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. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. All deposit amounts, refunds and interest payments will comply with the PUCO Rules and Regulations governing telephone utilities.
- 2.4.2 Any deposit required by the Company shall not exceed two times the anticipated monthly recurring revenue to be paid by the Customer.
- 2.4.3 The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of payment of rates and charges. No such deposit will be required of a Customer that has established satisfactory credit and has no history of late payments to the Company.
- 2.4.4 The amount of the deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- 2.4.5 The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- 2.4.6 The Company will pay interest at the rate permitted by law.

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Section 2 – RULES AND REGULATIONS (CONT'D)

RESERVED FOR FUTURE USE

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Section 2 – RULES AND REGULATIONS (CONT'D)

2.6 INSPECTION, TESTING AND ADJUSTMENT

- 2.6.1 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 the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from any of these terms and conditions.
- 2.6.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for the Company employees or agents of the Company at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.6.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available 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 hours in length and is requested by the Customer.

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Section 2 – RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE

2.7.1 Suspension or Termination of Nonpayment

In the event that any bill rendered is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid.

Suspension or termination shall not be made until:

- a. At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
- b. At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

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Section 2 – RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION TERMINATION OF SERVICE (CONT'D)

2.7.2 Exceptions to Suspension or Termination

Access service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which has not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- e. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

2.7.3 Verification of Nonpayment

Access Service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless the Company has verified, in a manner approved by the Public Service Commission or at any office of an authorized collection agent through the end of the period indicated in the notice.

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Section 2 – RULES AND REGULATIONS (CONT'D)

2.7.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer ten (10) business days to respond to such notice, may terminate service and serve the connection from the Customer's premises under the following conditions:

1. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. If, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to make immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. In the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after notification.

B. Prohibited, Unlawful, or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use

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2.7 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.7.4 Termination For Cause Other Than Nonpayment (cont')

C. Abandonment

1. If it is determined that facilities have been abandoned the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated.
3. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

2.7.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow up to a request made by telephone.

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2.8 OBLIGATIONS OF THE CUSTOMER

2.8.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.8.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

2.8.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance, or removal of Company service.

2.8.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

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Section 2 – RULES AND REGULATIONS (CONT'D)

2.8 OBLIGATIONS OF THE CUSTOMER (cont'd)

2.8.5 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.

2.8.6 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.

2.8.7 Jurisdictional Reports

For Switched Access services, the Company will use the percentage of interstate originating feature group D to determine the percent of interstate usage to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate usage and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

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Section 2 – RULES AND REGULATIONS (CONT'D)

2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.8.7 Jurisdictional Reports

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company record of interstate usage will be applied to the bill.

The Company may request this detailed information annually. If the audits results represent a substantial deviation from the Customer's previously reported for the period upon which the audit was based, the call detail records may be requested more than once annually.

2.8.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate 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 2.8.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent intrastate use times the stated rate.

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Section 2 – RULES AND REGULATIONS

2.9 DETERMINATION OF MILEAGE

Service for which rates and mileage sensitive are rated on the airline distance between the Company's switch location and Customer designated premises or the end office of the designated premises.

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Section 3 – SWITCHED ACCESS SERVICE

3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two point electrical communications path between a Customer's premises and 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 an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Section 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, a Customer toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.2 RATE CATEGORIES

There are three rate categories which apply to Switched Access Service

- Local Switching
- Local Transport

3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching which provides the local end office switching functions and optional features.

Transport Termination which provides the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company. Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

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Section 3 –SWITCHED ACCESS SERVICE (CONT'D)

3.2 RATE CATEGORIES (CONT'D)

3.2.2 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two way voice frequency transmission path composed of facilities determined by the Company. The two way frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

A. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company. The following paragraphs describe the Local transport rate elements:

Local Transport -	Entrance Facility
	Tandem Switched Transport
	Direct Trunked Transport

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Section 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.2 RATE CATEGORIES (CONT'D)

3.2.2 Local Transport (cont'd)

A.1 Local Transport – Entrance Facility

A Local Transport -Entrance Facility provides the communication path between a Customer's premises and the Company serving wire center of that premises for the sole use of the Customer. The Local Transport-Entrance facility category is comprised of a DS1 rate. A Local Transport Entrance-Facility is required whether the Customer's premises and the serving wire center are located in the same or different buildings.

A.2 Local Transport – Tandem Switched Transport

- (a) 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.
- (b) 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.
- (c) The Tandem Switched Transport Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis.

In addition, Tandem Switched Transport requires dedicated tandem trunk ports, end office trunk ports, and common multiplexing.

A Dedicated Tandem Trunk Port is provided for all facilities terminated on the serving wire center side of the access tandem when the customer has requested tandem routing.

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Section 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.2 RATE CATEGORIES (CONT'D)

3.2.2 Local Transport (cont'd)

A.2 Local Transport – Tandem Switched Transport

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/T-1 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.

The End Office Trunk Ports 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 End Office Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access.

A.3 Local Transport – Direct Trunked Transport

The Local Transport-Direct Trunked Transport provides the transmission path from the serving wire center of the Customer's premises to an end office as an option from the service wire center to a tandem. This transmission path is dedicated to the use of a single Customer.

The Local Transport – Direct Trunked Transport rate category is comprised of the sum of a monthly fixed rate and a monthly per mile rate based on the facility provided.

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Section 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.2 RATE CATEGORIES (CONT'D)

3.2.2.1.A Toll Free (800) Data Base Access Service

Toll Free 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).

(1) Customer Identification Charge

The 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 3.6.1.

(2) Customer Delivery Charge

The Toll Free Data Base Access Service Delivery Charge applies for the delivery of the dialed Toll Free ten digit number. The charge is assessed to the Interexchange Carrier 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 Delivery Charge is set forth in Section 3.6.1.

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Section 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.2 RATE CATEGORIES (CONT'D)

3.2.2.1.B Toll Free Interexchange Delivery Service

Toll Free Inter Exchange Delivery Service is an access service in which the Company transports Toll Free traffic originated by a third party who is not an end user or other user of the Company's local exchange or exchange access service through its wire center to an Interexchange Customer. It provides for the use of the Tandem Switching, Tandem Termination, and Tandem Transport facilities of the Company. In a Toll Free Interexchange Delivery Service call, the Company will not charge Carrier Common Line, Local End Office Switching, or End Office Switching, or End Office Port charges. The rates for Toll Free Inter-Exchange Delivery Service set forth in Section 3.6.1 are usage sensitive. Records exchange, rating, and billing for Toll Free Inter-Exchange Delivery Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

3.2.2.1.C Pay Telephone Compensation

When a Toll Free number is dialed from a payphone and carrier over the company's facilities to an Interexchange Carrier Customer, the Interexchange Carrier Customer, or successive carrier, may be responsible for compensating the Pay Telephone Service Provider ("PSP") in accordance with the rules prescribed by the Federal Communications Commission ("FCC"). If the Interexchange Carrier Customer is not capable of report and/or remitting Pay Telephone Compensation as prescribed by the FCC, it may contract with the Company to provide that service. Unless the Interexchange Carrier requests such service, no Pay Telephone Compensation charge will be assessed by the Company to the Interexchange Carrier.

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Section 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide 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 little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, those actions, such as call gapping, which selectively cancel the completion of 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.

3.3.2 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 where busy hour minutes of capacity are ordered. 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 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 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)

3.3 Provision of Service Performance Data

Subject to availability, end to end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end to end call completion and non completion performance Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurement Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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Section 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.4 OBLIGATIONS OF THE CUTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service.

3.4.1 Report Requirements

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

A. 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 2.8.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

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

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels.

3.4.2 On and Off Hook Supervision

The Customer 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)

3.4 OBLIGATIONS OF THE CUSTOMER (CONT'D)

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.5.2 Cancellation of Access Service Order 3.5.2

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

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Section 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.5.2 Cancellation of Access Service Order

A. Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

B. On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

Cancellation Fee: Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service

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Section 3 –SWITCHED ACCESS SERVICE (CONT'D)

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of the Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

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

A. 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 2.8.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

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

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls are defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels.

3.4.2 On and Off Hook Supervision

The Customer 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)

3.4 OBLIGATIONS OF THE CUSTOMER (CONT'D)

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days of the original service date, the Access Order will be canceled and applicable charges will apply.

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Section 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.5 RATE REGULATIONS (CONT'D)

3.5.2 Cancellation of Access Service Order (cont'd)

A. Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

B. On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

Cancellation Fee: 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.

3.6 RATES AND CHARGES

3.6.1 Recurring Charges

A.	Local Switching	See Note 1
	Per Access Minute Originating:	See Note 1
	Per Access Minute Terminating:	See Note 1

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Section 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.6 RATES AND CHARGES (CONT'D)

3.6.1	B.	Local Transport	See Note 1
		Entrance Facility	See Note 1
		Tandem Switched Transport	See Note 1
		Direct Trunked Transport	See Note 1
	C.	800 Data Base Access Service	
		Customer Identification Charge	See Note 1
		Toll Free Data Base Access Service	See Note 1
		Toll Free Inter Exchange Delivery Service	See Note 1
		Pay Telephone Compensation	See Note 1

Note 1 – The Company's switched access rates mirror the current intrastate switched access rates of the Underlying Incumbent Local Exchange Companies ("ILEC") which services the territory in which the traffic originates or terminates, as set forth in that ILEC'S PUCO Switched Access Tariffs (AT&T Ohio PUCO Tariff No. 20, Part 2 and United Telephone Company of Ohio dba Embarq Ohio PUCO Tariff No. 1)

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Section 4 – SPECIAL ACCESS SERVICE

4.1 POINT TO POINT DEDICATED ACCESS SERVICE

4.1.1 Description

Delta's Local Point to Point service is designed for high bandwidth voice, data, and video applications that demand the full time availability of a dedicated service. This service uses Delta's local rings to provide point to point dedicated connections between of your locations or local access to an inter exchange carrier (IXC) point of presence (POP) at bandwidths ranging from to OC-192.

4.1.2 Service Ordering

This section sets forth the regulations for Access Service Requests (ASR) for Dedicated Transport Service, as defined in this tariff.

The Company reserves the right to require that services offered under this tariff be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. 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.

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:

- Customer name and Premise address(es);
- Billing name and address (when different from Customer name and address); and
- Customer contact and telephone for the following provisioning activities: order negotiations, order confirmation, interactive design, installation and billing.

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Section 4 – SPECIAL ACCESS SERVICE (CONT'D)

4.1 POINT TO POINT DEDICATED ACCESS SERVICE

4.1.3 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals;

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the 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:

A. Standard Interval

The Standard Interval for Switched Services will be 10 business days from the Applications Date. This interval only applies to standard service offerings where there are preexisting facilities to the Customer Premises. Access Service provided under this Standard Interval will be installed during Company business hours.

B. Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when;

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

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Section 4 – SPECIAL ACCESS SERVICE (CONT'D)

4.1 POINT TO POINT DEDICATED ACCESS SERVICE (CONT'D)

4. The Company determines that Access Service cannot be installed within a Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or when there is no Standard Interval, the Company offered Service Date.

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

4.1.4 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 will make every effort to accommodate a requested modification when it is able to do so with normal work force assigned to complete such an order within normal business hours.

4.2 SPECIAL CONSTRUCTION

4.2.1 General

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

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- B. of a type other than that which the Company would normally utilize in the furnishing of its services; or

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Section 4 – SPECIAL ACCESS SERVICE (CONT'D)

4.2 SPECIAL CONSTRUCTION (CONT'D)

- 4.2.1 C. over a route other than which the Company would normally utilize in the furnishing of its services; or
- D. in a quantity greater than that which the Company would normally construct; or
- E. on an expedited basis; or
- F. on a temporary basis until permanent facilities are available; or
- G. involving abnormal costs; or
- H. in advance of its normal construction; or
- I. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

4.3 CUSTOMER ACCEPTANCE

Rates and charges for special construction shall be determined and presented 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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Section 4 – SPECIAL ACCESS SERVICE (CONT'D)

4.4 BASIS OF RATES AND CHARGES

Rates and charges shall be based on the costs incurred by the Company and may include any one of any combinations of the following:

- A. Nonrecurring Charges;
- B. Recurring Monthly Rates;
- C. Termination Liabilities

Termination liabilities may include the following:

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 easement.
2. License preparation, processing and related fees;
3. Costs of removal and restoration, where appropriate; and
4. Any other identifiable costs related to the specially constructed or rearranged facilities.
5. Termination of liability: 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 that may have should a dispute arise.

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Section 4 – SPECIAL ACCESS SERVICE (CONT'D)

4.4.1 Cost Computation

Special Construction costs may include one or more of the following items to the extent that they are applicable:

- A. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed costs include but may not be limited to the cost of:
 - 1. equipment and materials provided or used;
 - 2. engineering, labor and supervision;
 - 3. transportation;
 - 4. rights of way; and shipping and delivery.

4.5 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Dedicated Transport Service. These obligations are as follows.

4.5.1 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, 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 4 – SPECIAL ACCESS SERVICE (CONT'D)

4.5 OBLIGATIONS OF THE COMPANY (CONT'D)

4.5.2 Design of Point to Point Dedicated Access Service

The Company shall design and determine the routing of Point to Point Dedicated Access Service.

Selection of facilities and equipment in connection with providing 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.

4.5.3 Provisions of Service Performance Data

Subject to availability, end to end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

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Section 4 – SPECIAL ACCESS SERVICE (CONT'D)

4.6 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Point to Point Dedicated Access Service.

4.6.1 Recurring and Nonrecurring Charges

Recurring charges are assessed monthly in connection with providing the Dedicated Transport Service. Nonrecurring charges are one time charges that apply for a specific work activity installation or change to an existing service.

4.6.2 Minimum Periods

Dedicated Transport Service is provided for a minimum period of one month.

4.6.3 Moves

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

- The point of termination at the Customer's premises
- The Customer's premises

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.

A. Moves With in 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. See Section 4.8.1

B. 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 4 – SPECIAL ACCESS SERVICE (CONT'D)

4.6 RATES AND REGULATIONS (CONT'D)

4.6.4 Installation of Optional Features

If a separate nonrecurring charge applies for the installation of an optional feature available with Dedicated Transport 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.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

4.6.5 Service Rearrangements

Service rearrangements are changes to existing services installed that do not result in either a change in the minimum period requirements or a change in the physical location of the point to termination at the Customer's premises or the Customer's end user's premises. Changes, which result in the establishment of new minimum period obligations, are treated as disconnects and starts.

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 new service.

Administrative changes will be made without notice 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 4 – SPECIAL ACCESS SERVICE (CONT'D)

4.6 RATES AND REGULATIONS (CONT'D)

4.6.6 Calculation of Mileage

To determine the rate distance between any two rate centers proceed as follows:

- A. Obtain the "V" and "H" coordinates for each rate center.
- B. Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the coordinates.

Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

- C. Square each difference obtained in B above.
- D. Add the squares of the difference and the difference obtained in c above.
- E. Divide the sum of the squares obtained in D above by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the result obtained in E above. This is the rate distance in miles. Fractional miles being considered as full miles.

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Section 4 – SPECIAL ACCESS SERVICE (CONT'D)

4.7 SERVICE DESCRIPTION

4.7.1 Wideband Digital Data Service (1.544 Mbps)

Wideband Digital Data Service (WDDS) is a dedicated high capacity channel used for simultaneous two way transmission of serial, bipolar, return to zero isochronous digital signals at a transmission speed of 1.544 Mbps. Service is furnished on a full time basis 24 hours a day, seven days a week.

4.7.2 Rate Descriptions

There are two basic rate elements that apply to WDDS:

- Local Channel
- Interoffice Channel
- Additional Features

A. Local Channel

The local channel is the channel between a customer's premises and the Company or Company service provider's serving wire center.

B. Interoffice Channel

The Interoffice Channel is defined as the component of the service between two Companies or Company provider's serving wire centers, or between a serving wire center and a Company designated digital hub. There is a fixed element as well as a mileage sensitive element. The mileage sensitive component is based on the airline miles between serving wire centers or digital hubs with fractional miles rounded to the next whole mile.

C. Additional Features

Additional features may include multiplexing.

Multiplexing – the transmission of two or more signals over a single channel.

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Section 4 – SPECIAL ACCESS SERVICE (CONT'D)

4.7 SERVICE DESCRIPTIONS

4.7.3 Measurement of Access Minutes

- A. When recording originating calls over Switched Access Service 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 Switched Access Service ends when the originating End User's 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 Switched Access Service 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 with the LATA. The measurement of terminating call usage over Switched Access Service ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- C. When recording originating calls over Switched Access Service 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 Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first.
- D. For terminating calls over Switched 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 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 Switched Access Service call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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Section 4 – SPECIAL ACCESS SERVICE (CONT'D)

4.7 SERVICE DESCRIPTIONS – (CONT'D)

- E. Mileage, where applicable, will be measured in accordance with standard industry practices.
- F. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g. cartridge tape, CD ROM, etc.) Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

4.7.4 Reserved for Future Use

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Section 4 – SPECIAL ACCESS SERVICE (CONT'D)**4.8 RATES AND CHARGES****4.8.1 Wideband Digital Data Service (1.544 Mbps)**

		Installation Charges	Monthly Recurring
A.	Local Channel	\$750.00	\$350.00
B.	Interoffice Channel		
1.	Fixed		
	Monthly Fixed Rates		\$175.00 per month
2.	Mileage Sensitive		
	Per Mile		
	Mileage Bands		
	0	\$0.00	\$0.00
	Over 0 to 1	\$0.00	\$50.00
	Over 1 to 3	\$0.00	\$50.00
	Over 3 to 5	\$0.00	\$50.00
	Over 5 to 15	\$0.00	\$50.00
	Over 15 to 25	\$0.00	\$50.00
	Over 25	\$0.00	\$50.00
3.	Additional Features		
	Multiplexing		
	DS 1 to Voice	\$0.00	\$250.00
	DS 1 to DSO	\$0.00	\$300.00

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Section 4 – SPECIAL ACCESS SERVICE (CONT'D)

4.8 RATES AND CHARGES (CONT'D)

4.8.2 Reserved for Future Use

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Section 4 – SPECIAL ACCESS SERVICE (CONT'D)

4.9 RESERVED FOR FUTURE USE

4.9.1 Reserved for Future Use

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Section 4 – SPECIAL ACCESS SERVICE (CONT'D)

4.10 Reserved for Future Use.

Section 5 – Reserved for Future Use

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Section 6 – SPECIAL ARRANGEMENTS

6.1 SPECIAL CONSTRUCTION

6.1.1 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:

1. Nonrecurring charges;
2. Recurring charges;
3. Termination liabilities; or
4. Combinations of 1, 2, and 3

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable.

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. Costs of maintenance;
3. Depreciations 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;

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Section 6 – SPECIAL ARRANGEMENTS (CONT'D)

6.1 SPECIAL CONSTRUCTION (CONT'D)

4. Administrative expenses, taxes on the basis of reasonable average cost for these items;
5. License preparation, processing and related fees;
6. Any other identifiable costs related to the facilities provided; or
7. An amount for return and contingencies

6.1.3 Termination of 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 shall be the full term of the contract between the Company and the Customer.
- 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. Costs of removal and restoration, where appropriate; and
 4. Any other identifiable costs related to the specially constructed or rearranged facilities.

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Section 6 – SPECIAL CONSTRUCTION (CONT'D)

C. The termination liability method for calculation the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 6.1.3.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 6.1.3.B preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

D. Termination of Liability

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.

6.1.4 Reserved for future use.

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Section 6 – SPECIAL ARRANGEMENTS (CONT'D)

6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or 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.

6.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

In special situations, and subject to Commission review and approval, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the Customers. Any such contract will be filed with the Commission and be made available to similarly situated customers.

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Section 8 – BILLING AND COLLECTION

8.1 GENERAL

The Company will provide the following services:

- Recording Service
- Billing Name and Address (BNA)

8.2 RECORDING SERVICE

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day 7 days a week.

The Company will provide recording service in association with the offering of Feature Group B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and call originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 services, C, D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and service by the same company.

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Section 8 – BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (CONT'D)

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term "customer message" used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instruction of the customer.

8.2.1 Undertaking of the Company

- A. The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company provided equipment or operators) will not be recorded. The recording equipment will be provided at location selected by the Company.
- B. A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change. Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

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Section 8 – BILLING AND COLLECTION (CONT'D)

8.2 BILLING AND COLLECTION (CONT'D)

- C. Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges are set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

8.2.1 Liability of the Company

Notwithstanding 8.2.1 preceding, the company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in (A) and (B) preceding shall attach to the company for its action or the conduct of its employees in providing recording service.

8.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis. The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

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Section 8 – BILLING AND COLLECTION (CONT'D)

8.2.4 Payment Arrangements and Audit Provision

A. Notice and Scope

1. Upon forty-five (45) days prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the changes to the customer for other services provided by the company pursuant to this tariff.
2. The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.
3. The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
4. The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for a good cause. The company shall also indicate the new date for commencement of said audit.
5. Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

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Section 8 – BILLING AND COLLECTIONS (CONT'D)

8.2 RECORDING SERVICE (CONT'D)

B. Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

C. Requests for Examinations

1. In addition to audits, the customer, or its representatives may request from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
2. An "examination" shall for the purposes of this section constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions ' disclosed by such examination or audit.

D. Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

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Section 8 – BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (CONT'D)

E. Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

F. Cancellation of a Special Order

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recording to start.

G. Changes to Special Orders

When a customer requests material change to a pending special order for recording service the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order.

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Section 8 – BILLING AND COLLECTIONS (CONT'D)

8.3 BILLING NAME AND ADDRESS SERVICE

Billing name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services are provided on both manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on a magnetic tape containing recorded messages.

BNA information is furnished for sent paid, collect, billed to third number, 700 and 900 service messages and messages charged to a collect card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

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Section 8 – BILLING AND COLLECTIONS (CONT'D)

8.3 BILLING AND ADDRESS SERVICE (CONT'D)

8.3.1 Undertaking of the Company

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- B. Upon receipt of a magnetic tape recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tap of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class US Mail. Other methods of delivering data may be negotiated, and charges based on cost will apply.
- C. The company will provide a response to customer provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.
- D. The company will specify the format in which requests and tapes are to be submitted.
- E. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non published and non listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.
- F. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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Section 8 – BILLING AND COLLECTION (CONT'D)

8.3.2 Obligations of the Customer

- A. With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
- B. A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C. The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.
- D. The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.

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Section 8 – BILLING AND COLLECTION (CONT'D)

8.3 BILLING AND ADDRESS SERVICE (CONT'D)

- E. When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. The percentage will remain in effect until a revised report is received as set forth below.

Effective on the first of January, April, May, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or back billing will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

- F. The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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Section 8 – BILLING AND COLLECTION (CONT'D)

8.3 BILLING AND ADDRESS SERVICE (CONT'D)

8.3.3 Rate Regulations

- A. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.
- B. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge, as described below in Section F., applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

- C. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in rate schedule Section F. following will apply to each such message.
- D. Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.
- E. When a customer cancels an order for BNA service after the order due date, the service establishment charges applies.
- F. Rates:

Recording, per customer message	Note 1
ANI, per attempt	Note 1
BNA	
Service establishment charge	Note 1
Query charge per telephone number	Note 1

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Note 1 – The Company's switched access rates mirror the current intrastate switched access rate of the Underlying Incumbent Local Exchange Companies ("ILEC") which serves the territory in which the traffic originates or terminates, as set forth in the ILEC's PUCO Switched Access Tariffs (AT&T Ohio PUCO Tariff No. 20, Part 21 and United Telephone Company of Ohio dba Embarq Ohio PUCO Tariff No. 1)

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