



July 27, 2011
Via Electronic Delivery

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

RE: tw telecom of ohio llc
Docket No. - 90-9011-CT-TRF

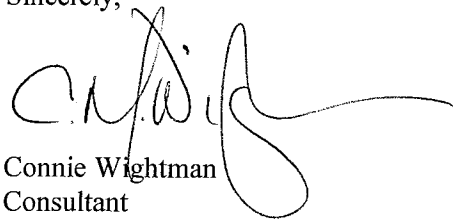
Dear Ms. Jenkins:

Attached for filing please find the Commission's Telecommunications Filing Form and replacement access services tariff filed on behalf of **tw telecom of ohio llc** with Exhibits A through D. The attached P.U.C.O Tariff No. 13 – Access replaces the Company's P.U.C.O Tariff No. 11 – Access in its entirety. The Company respectfully requests this replacement tariff to become effective July 28, 2011.

The purpose of this filing is to implement changes to conform this tariff to the Company's current access template. This effort is being undertaken nationwide. The majority of changes from the original are ministerial in nature and include: removing definitions that are not used in the tariff; revising certain definitions to conform the language across all the company's tariffs; text corrections, minor text changes, and numbering corrections throughout to conform language across tariffs; rearrangement of the order of rate elements; header and label changes; deletion of unused rate elements and descriptions. No changes to state specific language have been made and no rates have been increased.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3002 or via e-mail at cwrightman@tminc.com.

Sincerely,



Connie Wightman
Consultant

CW/bc

Enclosures

cc: Tammy Chatfield, tw telecom(transmittal only)
file: tw telecom - OH - Access
tms: OH11104

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of **tw telecom of ohio llc**
to file a Local Tariff Revision

)
)
)
)

TRF Docket No. 90-9011-CT-TRF

Case No. ____ - ____ - **TP** - ____

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

Name of Registrant(s) **tw telecom of ohio llc**

DBA(s) of Registrant(s) _____

Address of Registrant(s) 10475 Park Meadows Drive, Littleton, Colorado 80124

Company Web Address www.twtelecom.com

Regulatory Contact Person(s) Connie Whitman

Phone: 407-740-8575

Fax: 407-740-0613

Regulatory Contact Person's Email Address cwrightman@tminc.com

Contact Person for Annual Report Pamela Sherwood, tw telecom of ohio llc

Phone: 317-713-8977

Address (if different from above) _____

Consumer Contact Information Pamela Sherwood, tw telecom of ohio llc

Phone: 317-713-8977

Address (if different from above) _____

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

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

Notes:

Section I and II are Pursuant to Chapter 4901:1-6 OAC

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

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

(3) 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.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following 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 II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Carrier's Not Offering BLES	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30- day)	<input type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day)	<input type="checkbox"/> UNC <u>1-6-09</u> *(Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04 or 05</u> (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	
Wireless Providers See <u>4901:1-6-24</u>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section I – Part I - Common Filings

Carrier Type <input checked="" type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> <u>ZTA 1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)	<input checked="" type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> <u>ZTA 1-6-27(C)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> <u>TRF 1-6-14(F)</u> (0 day Notice)	<input type="checkbox"/> <u>TRF 1-6-14(F)(4)</u> (0 day Notice)	<input type="checkbox"/> <u>TRF 1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> <u>BLS 1-6-14(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> <u>ACB 1-6-32</u> (Auto 14 days)	<input type="checkbox"/> <u>ACB 1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> <u>TRF 1-6-08(G)(0 day)</u>
BLES withdrawal			<input type="checkbox"/> <u>ZTA 1-6-25(B)</u> (0 day Notice)
Other* (explain) Access Service			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent: Customer notice is not applicable to Access providers				

Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section IV. – Attestation

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

AFFIDAVIT *Compliance with Commission Rules*

I am an officer/agent of the applicant corporation, tw telecom of ohio llc, and am authorized to make this statement on its behalf.

Please Check ALL that apply:

☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

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

Executed on (Date) July 27, 2011 at (Location) Maitland, Florida

*(Signature and Title)

(Date) July 27, 2011

Connie Wightman, Consultant to tw telecom of ohio llc

- *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, Connie Wightman, verify that I have utilized the Telecommunications Filing Form for most 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)

(Date) July 27, 2011

**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

tw telecom of ohio, llc

Exhibit A

Existing Affected Tariff Pages

CARRIER TO CARRIER

This tariff, P.U.C.O. Tariff No. 11 - Access filed by tw telecom of ohio llc, cancels and replaces, in its entirety, the current tariff on file with the Commission, Time Warner Telecom of Ohio, L.L.C. P.U.C.O. Tariff No. 2 - Access.

tw telecom of ohio llc

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO COMMUNICATIONS SERVICES WITHIN

THE STATE OF OHIO

Applicable in the State of Ohio.

Issued: January 14, 2009

Effective: January 14, 2009

Issued by: Pamela Sherwood, Vice President - Regulatory Affairs
4625 W.86th Street, Suite 500
Indianapolis, IN 46228

OHa0901

CARRIER TO CARRIER

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original		26.1	Original	*	51	Original
1	1 st Revised	*	26.2	Original	*	52	Original
2	Original		27	Original		53	Original
3	Original		28	Original		54	Original
4	Original		29	Original		55	Original
5	Original		30	Original		56	Original
6	Original		31	Original		57	Original
7	Original		32	Original		58	Original
8	Original		33	Original		59	Original
9	Original		34	Original		60	Original
10	Original		35	Original			
11	Original		36	Original			
12	Original		37	Original			
13	Original		38	Original			
14	Original		39	Original		<u>Rate Schedule</u>	
15	Original		40	Original		1	Original
16	Original		41	Original		2	Original
17	Original		42	Original		3	Original
18	Original		43	Original		4	Original
19	Original		44	Original		5	Original
20	Original		45	Original		6	Original
21	Original		46	Original			
22	Original		47	Original			
23	Original		48	Original			
24	Original		49	Original			
25	1 st Revised	*	50	Original			
26	1 st Revised	*					

* - indicates those pages included with this filing

Issued: October 28, 2009

Effective: November 27, 2009

Issued by: Pamela Sherwood, Vice President - Regulatory Affairs
4625 W.86th Street, Suite 500
Indianapolis, IN 46228

OH0905

CARRIER TO CARRIER

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Issued: January 14, 2009

Effective: January 14, 2009

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4625 W.86th Street, Suite 500
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OHa0901

CARRIER TO CARRIER

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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CARRIER TO CARRIER

EXPLANATION OF NOTES

- (C) Indicates Changed Rate Structure or Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates an Increase in Rates
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates a Reduction in Rates
- (T) Indicates Change of Text Only

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CARRIER TO CARRIER

SECTION 1 - GENERAL REGULATIONS

1.1 Application of Tariff

This tariff contains regulations, rates and charges applicable to the provision of access services by **tw telecom of ohio llc** to Customers in areas within the following counties that are served by Ameritech of Ohio:

Delaware
Franklin
Greene
Madison
Marion
Union

tw telecom of ohio llc is also certificated to serve in the following counties:

Adams	Allen	Auglaize	Brown
Butler	Champaign	Clark	Clermont
Clinton	Darke	Greene	Hamilton
Hardin	Highland	Logan	Mahoning
Medina	Mercer	Miami	Montgomery
Pike	Portage	Preble	Putnam
Scioto	Shelby	Stark	Summit
Tuscarawas	VanWert	Warren	Wayne

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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CARRIER TO CARRIER

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, 10XXXXX, 950-0XXX, or 950-1XXX.

Access Minutes - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

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 - See Interexchange Carrier.

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 System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Company - **tw telecom of ohio llc**

Customer - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

CARRIER TO CARRIER

SECTION 1 - GENERAL REGULATIONS, (CONT'D.)

1.2 Definitions, (Cont'd.)

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 Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service 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 may consist of one or more central offices together with the associated facilities used in 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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CARRIER TO CARRIER

SECTION 1 - GENERAL REGULATIONS, (CONT'D.)

1.2 Definitions, (Cont'd.)

Interexchange Carrier (IC) - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

Interstate Communications - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

Intrastate Communications - Any communications 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 communications 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 or a telephone exchange line.

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

Originating Direction - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

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.

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Effective: January 14, 2009

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CARRIER TO CARRIER

SECTION 1 - GENERAL REGULATIONS, (CONTD.)

1.2 Definitions, (Cont'd.)

Premises - A building or buildings on contiguous 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.

Special Access Circuit - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

Terminating Direction - The use of Switched Access Service for the completion of calls from an IC's premises to an End User premises.

Transmission Path - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived 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.

CARRIER TO CARRIER

SECTION 1 - GENERAL REGULATIONS, (CONTD.)

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 per week, unless otherwise specified in applicable sections of this tariff.

Issued: January 14, 2009

Effective: January 14, 2009

Issued by: Pamela Sherwood, Vice President - Regulatory Affairs
4625 W.86th Street, Suite 500
Indianapolis, IN 42628

OHa0901

CARRIER TO CARRIER

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 account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
 - 1. Service may be used for any lawful purpose by the Customer or by any End User.
 - 2. 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.
 - 3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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OHa0901

CARRIER TO CARRIER

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 elsewhere in 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, shall not be liable for or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

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CARRIER TO CARRIER

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

2.1 Use of Facilities and Service, (Cont'd.)

2.1.3 Customer-Authorized Use

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 telephone number(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.1.4 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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CARRIER TO CARRIER

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

2.3 Flexible Pricing

2.3.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for access service. The Company may change a specific rate within the range of the established minimum and maximum rates.

2.3.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised rate attachment with the Commission.
- B. Customer notification of a rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.

CARRIER TO CARRIER

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

2.4 Payment for Service Rendered

- 2.4.1 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, including attorney's fees, 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 attorney's fees and other costs incurred in collecting charges owed to the Company.

Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

- 2.4.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. 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.
- 2.4.3 A charge of \$25.00 will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank of financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.
- 2.4.4 Application of Late Payment Charge
- A. Late payment charges do not apply to final accounts.
 - B. Late payment charges do not apply to government agencies of the State of Ohio.

CARRIER TO CARRIER

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

2.5 Deposits

- 2.5.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- 2.5.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.5.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.5.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

CARRIER TO CARRIER

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

2.6 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

2.7 Disputed Bills

Objections to billed charges must be reported to the Company within eighteen (18) months of receipt of billing. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-565-8982. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

CARRIER TO CARRIER

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

2.8 Inspection, Testing and Adjustment

- 2.8.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.8.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.8.3 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.

CARRIER TO CARRIER

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

2.9 Suspension or Termination of Service

2.9.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.

All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

Suspension or termination shall not be made until:

- A. At least ten (10) days after written notification has been served personally on the Customer, or at least twenty (20) days after written notification has been mailed to the billing address of the Customer or;
- B. At least ten (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.

CARRIER TO CARRIER

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

2.9 Suspension or Termination of Service, (Cont'd.)

2.9.2 Exceptions to Suspension and 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 have 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. These procedures are in accordance with the Public Utilities Commission Rules and Regulations.

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.

2.9.3 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, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

CARRIER TO CARRIER

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

2.9 Suspension or Termination of Service, (Cont'd.)

2.9.4 Termination for Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) 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 take 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 of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or

CARRIER TO CARRIER

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

2.9 Suspension or Termination of Service, (Cont'd.)

2.9.4 Termination for Cause Other Than Nonpayment, (Cont'd.)

A. General, (Cont'd.)

4. 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 written 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.

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.

CARRIER TO CARRIER

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

2.9 Suspension or Termination of Service, (Cont'd.)

2.9.4 Termination for Cause Other Than Nonpayment, (Cont'd.)

C. Abandonment or Unauthorized Use of Facilities, (Cont'd.)

1. (Cont'd.)

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, and
- b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.
- c. 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 is 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.

2.9.5 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.

CARRIER TO CARRIER

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

2.10 Obligations of the Customer

2.10.1 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 from 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.

2.10.2 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.

2.10.3 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.

2.10.4 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.

CARRIER TO CARRIER

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

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

2.10.5 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.

2.10.6 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.

2.10.7 Jurisdictional Reporting

For purposes of determining the jurisdiction of Switched Access Services and Local Usage, to the extent the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access and/or local minutes of use, the Company will use that call detail to render bills for those minutes. To the extent call detail is not available, the jurisdictional reporting requirements specified below will apply.

When a Customer orders Access Services, its projected Percent Interstate Usage (PIU) and/or Percent Local Usage (PLU) must be provided to the Company. Except to the extent the Company has sufficient call detail to determine the jurisdiction of the call, these percentages will be used by the Company to apportion the usage and/or charges between interstate, intrastate, and local until a revised report is received as set forth herein.

To the extent that sufficient call detail is unavailable and the Customer has failed to provide its projected PIU and or PLU, the Company shall allocate unidentifiable minutes subject to the PIU first by relying on the previously reported PIU and or PLU. If no PIU and or PLU was previously reported, the Company shall allocate unidentifiable minutes subject to the PIU as 50 percent interstate traffic and 50 percent intrastate traffic and unidentifiable minutes subject to the PLU as 50 percent intrastate traffic and 50 percent local traffic.

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CARRIER TO CARRIER

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

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

2.10.7 Jurisdictional Reporting, (Cont'd.)

(T)

The Customer shall provide to the Company, to be received no later than 15 days after the end of each quarter, a revised report reflecting the interstate, intrastate and local percentage of use, as applicable, for the past 3 months, for each service arranged for use, based solely on the traffic originating from or terminating to the Company. The quarterly report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for services where reports are needed, the Company will assume the percentages to be the same as was previously provided in the most recent report(s).

(T)

(T)

A. Originating Access

(N,M)

Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Center level. The Customer must provide the Company with a PIU factor, as applicable, on a quarterly basis, as specified below.

1. For Feature Group D Access Service(s), where the Company can determine jurisdiction by it's call detail records, the Interstate and Intrastate Usage will be identified based on the originating NPA/NXX to the terminating NPA/NXX.
2. For Feature Group D with 950 Access, the Customer must provide the Company with a PIU factor with an interstate percentage of originating access minutes.
3. For 500, 700, 8XX, calling card and operator service access, the Customer must provide the Company with a PIU factor for each type of access service based on originating access minutes.

B. Terminating Access

For Feature Group D Access Service(s) or interconnection services, the Customer must provide the Company with a PIU and PLU factor, as applicable, at a minimum on a quarterly basis.

(N,M)

(M) – Certain material previously found on this page is now located on Page 26.2.

CARRIER TO CARRIER

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

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

2.10.7 Jurisdictional Reporting, (Cont'd.)

C. Jurisdictional Reports Verification

If a billing dispute arises or a regulatory commission questions the PIU or PLU factor, the Customer will provide the data issued to determine the PIU or PLU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate, intrastate, and local use, as applicable, can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit, internally or with an external firm, at any time during the year, not to exceed one audit in any 12 month period. The Customer, at its own expense, has the option to retain an independent auditing firm.

In the event that an audit reveals that any Customer reported PIU or PLU was incorrect, the Company shall apply the audit results to all usage affected by the audit. The Customer shall be back-billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months on any previously unaudited usage. Back-billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 30 days from receipt of bill or by the following bill date, whichever is a shorter period.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

CARRIER TO CARRIER

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

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

2.10.8 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 2.10.7 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 actual use (measure or Company assumed average use) times the stated rate.

2.10.9 Meet Point Billing

The Company shall provide terminations at its switches/access tandems for origination and termination of carrier access calls to and from interexchange carriers and the Customer. These calls will be billed under Meet Point Billing arrangements for interLATA and carrier access traffic. The Customer must establish separate trunk groups for traffic handled under Meet Point Billing arrangements. The Customer must provide call detail in standard industry format to the Company for calls exchanged or completed under Meet Point Billing arrangements. The rates and charges are set forth in Section 3 of this tariff.

(M) – Certain material now found on this page was previously located on Page 26.

CARRIER TO CARRIER

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

2.11 Automatic Number Identification

2.11.1 General

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

2.11.2 Up to 7 Digit Outpulsing of Access Digits to Customer

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.

CARRIER TO CARRIER

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

2.11 Automatic Number Identification, (Cont'd.)

2.11.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

CARRIER TO CARRIER

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

2.11 Automatic Number Identification, (Cont'd.)

2.11.3 Regulations, (Cont'd.)

- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- F. The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).
- G. Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

2.11.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to the regulations of the Public Utilities Commission of the State of Ohio.

CARRIER TO CARRIER

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

2.12 Determination of Mileage

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

2.13 Services Provided Pursuant to Term Agreements

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service. This provision will be applicable to contracts executed subsequent to the effective date of this tariff.

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CARRIER TO CARRIER

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 an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA 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
- Common Line (see Section 4 of this tariff)

CARRIER TO CARRIER

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

3.2 Rate Categories, (Cont'd.)

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 for 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.

3.2.2 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) 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 voice 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.

CARRIER TO CARRIER

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

3.2 Rate Categories, (Cont'd.)

3.2.2 Local Transport, (Cont'd.)

A. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

B. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

3.2.3 Toll Free Number Data Base Access Service

This service provides access on a per query basis to the Toll Free Number Data Base for the purpose of routing end user dialed toll free number calls (i.e. 800/888) to the Customer.

3.2.4 Time of Day Usage Rates

Time of Day usage rates apply to switched access rate schedules that are based on minutes of use. Time of Day usage rates apply on a per access minute or per call basis and are accumulated over a monthly period.

The time when the connection is established is determined in accordance with the time (standard or daylight savings) that is legally in use at the point where the calling station is located. The time of originating connection determines whether day, evening or night rates apply.

When usage begins in one rate period and ends in another such usage will be billed at the rates applicable to each rate period.

CARRIER TO CARRIER

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, i.e., 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 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.

CARRIER TO CARRIER

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

3.3 Obligations of the Company, (Cont'd.)

3.3.3 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 e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., 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 Measurements 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.

3.3.5 Intercept

The Company arranges to provide for the termination of a call to a Company Intercept operator or recording at the dedicated intercept network from the end office switch. The operator or recording announces to caller the reason why the call cannot be completed, and if possible, provides corrected dialing instructions.

CARRIER TO CARRIER

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

3.4 Obligations of the Customer

The Customer has certain specific obligations pertaining to the use of 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 2.10.7 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 and/or 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.

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.

CARRIER TO CARRIER

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

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 ten (10) days. If a Customer or End User is unable to accept Access Service within thirty (30) calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

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: See Rate Schedule Section

CARRIER TO CARRIER

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

3.6 Rates and Charges

3.6.1 Recurring Charges

A. Local Switching

Per Access Minute: See Rate Schedule Section

B. Local Transport

Switched Transport: See Rate Schedule Section

Per Access Minute, per mile:

Dedicated Transport:

The rates for Dedicated Transport facilities are found in **tw telecom of ohio llc's** Ohio Pricing Guide No. 3. Rules and regulations of this tariff apply to dedicated transport service.

C. Residual Interconnection, per access minute

See Rate Schedule Section

D. Toll Free Data Base Access Service (i.e. 800/888)

Per Query: See Rate Schedule Section

CARRIER TO CARRIER

SECTION 4 - CARRIER COMMON LINE ACCESS SERVICE

4.1 General

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

4.2 Limitations

No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

4.3 Application Of Intrastate Charges

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.10.7 of this tariff.

4.4 Rates and Charges

See Rate Schedule Section

CARRIER TO CARRIER

SECTION 5 - SPECIAL ARRANGEMENTS

5.1 Special Construction

5.1.1 Basis for Charges

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

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a., b., and c.

5.1.2 Termination Liability

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

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a. equipment and materials provided or used;
 - b. engineering, labor, and supervision;
 - c. transportation; and
 - d. rights of way and/or any required easements;
- C. license preparation, processing, and related fees;
- D. tariff preparation, processing and related fees;
- E. cost of removal and restoration, where appropriate; and
- F. any other identifiable costs related to the specially constructed or rearranged facilities.

CARRIER TO CARRIER

SECTION 5 - SPECIAL ARRANGEMENTS, (CONT'D.)

5.2 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.

5.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

1. LATA and type of switch
2. Service description
3. Rates and charges
4. Quantity
5. Length of the agreement.

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CARRIER TO CARRIER

SECTION 5 - SPECIAL ARRANGEMENTS, (CONT'D.)

5.4 500/900 Access Service

Originating 500/900 Access Service is a Trunk Side Switched Service that is available to the Customer via 900 Access Service trunk groups. 900 Access Service trunk groups will be provided in conjunction with FGD. 500/900 Access Service is available with either 1+ or 1+ and 0+ dialing capability, with 1+ the standard. 0+500/0+900 dialing is available for use with calling cards only (operator handled calls other than calling card calls are not permitted). When a 1+ or 0+500/900+NXX+XXXX call is originated by an end user, the Company will perform the Customer identification function to determine the Customer location to which the call is to be routed. The Customer identification function will be available at Company switches.

Additionally, 500/900 Access Service usage measurement shall be in accordance with the regulations set forth in this tariff. Usage shall be measured in the same manner in which Feature Group D access minutes are measured.

Unless prohibited by technical limitations of the Customer's terminating switch (e.g., different dialing plans), the Customer's 900 Access Service traffic may, at the option of the Customer, be combined in the same trunk group arrangement with the Customer's non-500/900 Access Service traffic. When required by technical limitations, or at the request of the Customer, a separate trunk group will be established for 900 Access Service. 900 Access Service calls originated as 0-, 10XXX, 101XXXX, Company Coin sent paid, or originated from Inmate Service, and toll restricted stations will be blocked.

500/900 Access Service originating from Company Switch(es) will be using Feature Group D signaling with overlap outpulsing. Feature Group D signaling may be provided with or without 10-digit ANI, but not in the same trunk group. 500/900 Access Service originating from Company Switch(es) without the Customer identification function, will be provided using traditional signaling.

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CARRIER TO CARRIER

SECTION 5 - SPECIAL ARRANGEMENTS, (CONT'D.)

5.4 500/900 Access Service, (Cont'd.)

For 500/900 Access Service traffic originating from Company Switch(es) with the Customer identification function, Feature Group D parameters as specified in Section 3.1 and Section 3.2 of this tariff will apply.

The Company retains the right to administer its network in such a manner that will minimize the impact of traffic surges in 500/900 Access Service traffic on other access service traffic. The Company may, when it deems necessary, implement network management controls to ensure acceptable service levels.

In order to ensure deployment of adequate protective network controls, the Company requires that the Customer provide notification to the Company's Network Operations Center at least two business days before any 500/900 Access Service event for which a substantial call volume is expected during a short period of time (e.g., media stimulated event). Notification should include the nature, time, duration and frequency of the event, an estimated call volume, and the 500/900 line number to be used.

The Customer is responsible for using 500/900 Access Service in accordance with this tariff. 500/900 Access Service shall not be used for any communication which is prohibited by law, nor in any manner which is unlawful. The Customer shall cooperate with the Company to resolve complaints which may result from such uses of 500/900 Access Service.

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CARRIER TO CARRIER

SECTION 5 - SPECIAL ARRANGEMENTS, (CONT'D.)

5.4 500/900 Access Service, (Cont'd.)

5.4.1 500/900 Access Service Implementation Charge

The following nonrecurring charges are assessed for the provision of 500/900 Access Service. Subscribers to 500/900 Access Service receive originating access service. The Service Establishment Charge will be applied whenever a Customer places an initial order for 500/900 Access Service, and includes the cost of establishing one NXX code. Each additional NXX requested on the same order will be subject to the Additional NXX code Charge. The Subsequent Order Charge applies to the first NXX code to be added or deleted on a subsequent order. The Additional NXX Code Charge is applicable to any additional NXX codes after the first one requested on any subsequent orders.

	<u>Maximum</u>
Service Establishment Charge	\$5,000.00
Subsequent Order Charge	\$ 500.00
Additional NXX Code Charge	\$ 500.00

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CARRIER TO CARRIER

SECTION 6 - BILLING AND COLLECTION

6.1 General

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

6.2 Recording Service

Recording is the entering on magnetic tape or other acceptable media the details of customer messages recorded via the Company's end office or tandem switching equipment through Switched Access service. Recording is provided 24 hours a day, seven (7) days a week.

The Company will provide, at the request of the customer, Recording Service in association with messages that can be recorded by the Company-provided automatic message accounting equipment.

The Company will provide Recording Service in its operating territory.

The term "customer message" used herein denotes an intrastate call originated by a customer's end user. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer, i.e., Feature Group Switched Access Service, local and intraLATA access or resale, and intraLATA toll free service (i.e., 800/888) service.

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CARRIER TO CARRIER

SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

6.2 Recording Service, (Cont'd.)

6.2.1 Undertaking of the Company

A. The Company will record all customer messages that are available to the Company-provided recording equipment or operators. The Company will record all customer messages, including interLATA intrastate, intraLATA intrastate, local and interLATA interstate messages. Unavailable customer service messages will not be recorded. The recording equipment will be provided at locations 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 program and program development will be provided to the customer on a contractual basis.

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 rated but unbilled message detail and the billed message detail is retained for reference (i.e., on paper or microfiche) 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. Charges may apply to recover costs associated with this retrieval. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

CARRIER TO CARRIER

SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

6.2 Recording Service, (Cont'd.)

6.2.2 Liability of the Company

Notwithstanding 6.2.1 preceding, the Company 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 for in 6.2.1 (A) and (B) preceding shall attach to the Company for its action or the conduct of its employees in providing Recording Service.

6.2.3 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 by end office and type of call in accordance with the terms and conditions established on an individual case basis Special Order.

6.2.4 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 twelve 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 charges to the customer for other services provided by the Company pursuant to this tariff.

CARRIER TO CARRIER

SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

6.2 Recording Service, (Cont'd.)

6.2.4 Payment Arrangements and Audit Provision, (Cont'd.)

A. Notice and Scope, (Cont'd.)

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, 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 and proposed completion.

CARRIER TO CARRIER

SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

6.2 Recording Service, (Cont'd.)

6.2.4 Payment Arrangements and Audit Provision, (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 (2) 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 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.

CARRIER TO CARRIER

SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

6.2 Recording Service, (Cont'd.)

6.2.4 Payment Arrangements and Audit Provision, (Cont'd.)

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.

E. Minimum Period and Minimum Monthly Charge

The minimum period for which Recording Service without sorting is provided and for which charges apply is one month.

6.3 Automatic Number Identification

Offered in conjunction with Recording Service, ANI provides the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a customer's premises, or where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a customer's premises. ANI is offered only in conjunction with Recording Service and is not offered on a stand-alone basis.

CARRIER TO CARRIER

SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

6.4 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 telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA Service will be provided on both a manual and a mechanized¹ basis. On a manual basis, the information will be provided by voice telecommunications, facsimile, or by mail, as appropriate.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's data base.

¹ Mechanized Service will be available no later than June 30, 1996.

CARRIER TO CARRIER

SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

6.4 Billing Name and Address Service, (Cont'd.)

6.4.1 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, or its equivalent, within ten (10) business days.
- B. The Company will specify the format in which requests and tapes are to be submitted.
- C. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company database, 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.
- D. The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances in which the BNA information is not the BNA that was applicable at the time the message was originated.

CARRIER TO CARRIER

SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

6.4 Billing Name and Address Service, (Cont'd.)

6.4.2 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. 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.
- C. 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, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.

6.4.3 Rate Regulations

- A. Service Establishment Charges may 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 BTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.
- C. When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge may apply.

CARRIER TO CARRIER

SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

6.5 Rates and Charges

6.5.1 Recording

	<u>Maximum</u>
Per Customer Message	\$0.025

6.5.2 Billing Name and Address

	<u>Maximum</u>
Manual Transaction	
Service Establishment Charge	\$2,000.00
Query Charge Per Number	\$1.00

Mechanized Transaction	
Service Establishment Charge	\$2,000.00
Query Charge Per Number	\$1.00

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CARRIER TO CARRIER

SECTION 7 - OPERATOR SERVICES

7.1 Inward Operator Services

7.1.1 General

Inward Operator Services enable customers to be connected to the Company's operator services switch for the purpose of providing operator services to their end users.

7.1.2 Service Description

A. Busy Line Verification (BLV)

BLV is a service where, at the request of the customer's operator, a Company operator will attempt to determine the status of an exchange service line (e.g. conversation in progress, available to receive a call or out of service) and report to the customer's operator.

B. Busy Line Verification/Interrupt (BLVI)

BLVI is a service where, at the request of the customer's operator, a Company operator determines and reports that a conversation is in progress on an exchange service line and subsequently interrupts such conversation to request that the conversation be terminated so that the customer's end user can attempt to complete a call to the line.

7.1.3 Specifications

Inward Operator Services are provided over trunks between the customer's premises and the Company's local switch. Where FGD trunks which carry other customer traffic are used, the technical specifications for such trunks apply. The Company will be responsible for transporting this traffic from its local switch to its operator service switch when these are different.

CARRIER TO CARRIER

SECTION 7 - OPERATOR SERVICES, (CONT'D.)

7.1 Inward Operator Services, (Cont'd.)

7.1.4 Undertaking of Company

In addition to the obligations of the Company set forth above, the following obligations apply only to the provision of Inward Operator Services:

- The Company will provide BLV and BLVI for telephone numbers in its operating territory.
- The Company operator will respond to one telephone number per call on requests for BLV or BLVI.
- The Company will designate which operator service switch serves which NXXs and make such information available to the customer.

7.1.5 Obligations of the Customer

In addition to the obligations of the customer set forth in this tariff, the customer has the following obligations pertaining only to the provision of Inward Operator Services:

- The customer shall order Inward Operator Services as set forth in this tariff.
- The customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any other person.

CARRIER TO CARRIER

SECTION 7 - OPERATOR SERVICES, (CONT'D.)

7.1 Inward Operator Services, (Cont'd.)

7.1.6 Rate Regulations

- A. No minimum monthly charge applies.
- B. Switched Access Service per access minute charges do not apply to Inward Operator Services trunks.
- C. The charge for BLV applies per verification requested. The charge for BLVI applies per verification and interruption requested.

7.1.7 Rates

- A. BLV, per verification requested
Maximum: \$3.00
- B. BLVI, per verification and interrupt requested
Maximum: \$6.00

CARRIER TO CARRIER

SECTION 7 - OPERATOR SERVICES, (CONT'D.)

7.2 Operator Passthrough Service

7.2.1 General

Operator Passthrough Service enables a customer who provides operator services to receive calls passed through to it by the Company, within a specified LATA, for the purpose of operator assisted call completion or, for the customer who does not provide operator service, Operator Passthrough Service enables end user calls to be passed through to either a customer designated Operator Service Provider or a Company provided recording. Operator Passthrough Service is only available in end offices equipped with Feature Group D.

7.2.2 Service Description

Operator Passthrough Service provides end users with access to the operators of the customer for operator assisted call completion, when the customer provides operator services for end users for calls originating from a particular LATA and is capable of receiving calls passed through to it by the Company in that LATA.

The Company will, when requested by an end user, connect that end user to a specified customer for operator call completion provided that customer offers operator services in the end user's originating LATA and is capable of receiving calls passed through to it by the Company in that LATA.

If the customer does not provide operator services for end users, at the option of the customer, the Company will provide end users with access to a customer designated Operator Services Provider or to a Company provided announcement which will direct the end user to contract their Presubscribed Interexchange Carrier for dialing instructions.

For the customer who opts to designate an Operator Services Provider, only one Operator Services Provider may be designated within a specified LATA.

CARRIER TO CARRIER

SECTION 7 - OPERATOR SERVICES, (CONT'D.)

7.2 Operator Passthrough Service, (Cont'd.)

7.2.3 Rate Regulations

- A. The Operator Passthrough charge, which includes the costs associated with handling the operator traffic, applies on a "per call passed through" basis.
- B. The customer will be assessed the Operator Passthrough Charge per call passed through to either the customer's operator or a Company provided recording.
- C. The Operator Passthrough charge will be assessed on the designated Operator Services Provider when the customer designates an Operator Services Provider to handle its operator traffic.

7.2.4 Service Rearrangements

In the event that a customer who does not provide operator services for its end users requests a change in its designated operator service traffic arrangement, a Service Rearrangement charge applies.

7.2.5 Rates

- A. Operator Passthrough Charge, per call
Maximum: \$1.00
- B. Service Rearrangement ICB

CARRIER TO CARRIER

SECTION 8 - RESALE/RESOLD SERVICES

8.1 Resale/Resold Services

There are no prohibitions or limitations on the resale of services. Resale and Resold Services are available only to Carriers who have been certified by the Public Utilities Commission of Ohio (PUCO) to provide intrastate Local Exchange Services. Resale/Resold services will be at tariffed rates with no discount.

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CARRIER TO CARRIER

CURRENT RATES

Switched Access, Section 3.6

3.6.1 Recurring Charges

A. Cincinnati

- | | | |
|----|------------------------------|---------------|
| 1. | Local Switching | |
| | Per Access Minute: | \$0.0036714** |
| | Shared Trunk Port | |
| | Per Access Minute: | \$0.000968** |
| 2. | Transport | |
| | Switched Transport: | |
| | Per Access Minute, Per Mile: | \$0.000117*** |
| | Per Minute: | \$0.0006 |
| | Residual Interconnection, | |
| | Per Minute: | \$0.0* |
| 3. | Tandem Switching | |
| | Per Access Minute: | \$0.002001** |
| | Tandem Multiplexing | |
| | Per Access Minute: | \$0.00024** |
| 4. | Toll Free Data Base Access | |
| | Service (i.e., 8XX) | |
| | Per Query: | \$0.002391 |

*The Company is currently waiving these charges.

**Elements combined for invoice presentation.

***Represents the base rate at one (1) mile. The displayed invoice rate will be the rate resulting from the calculation of the mileage from the tw telecom switch to the tandem, times this rate.

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CARRIER TO CARRIER

CURRENT RATES *continued*

Switched Access, Section 3.6

3.6.1 Recurring Charges

B. Columbus and Dayton

- | | | |
|----|----------------------------|---------------|
| 1. | Local Switching | |
| | Per Access Minute: | \$0.003153** |
| | Shared Trunk Port | |
| | Per Access Minute: | \$0.000371** |
| 2. | Transport | |
| | Switched Transport: | |
| | Per Minute, Per Mile: | \$0.000013*** |
| | Per Access Minute: | \$0.000103 |
| | Residual Interconnection, | |
| | Per Minute: | |
| | Originating | \$0.000000 |
| | Terminating | \$0.000000 |
| 3. | Tandem Switching | |
| | Per Access Minute: | \$0.001118** |
| | Tandem Multiplexing | |
| | Per Access Minute: | \$0.000015** |
| 4. | Toll Free Data Base Access | |
| | Service (i.e., 8XX) | |
| | Per Query: | \$0.002304 |

**Elements combined for invoice presentation.

***Represents the base rate at one (1) mile. The displayed invoice rate will be the rate resulting from the calculation of the mileage from the tw telecom switch to the tandem, times this rate.

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CARRIER TO CARRIER

CURRENT RATES *continued*

Carrier Common Line, Section 4.4

A. Per Access Minute - Cincinnati

Originating	\$0.000000
Terminating	\$0.000000

B. Per Access Minute - Columbus and Dayton

Originating	\$0.000000
Terminating	\$0.000000

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CARRIER TO CARRIER

CURRENT RATES *continued*

5.4 500/900 ACCESS SERVICE

5.4.1 Nonrecurring Charges

A. Cincinnati

Service Establishment Charge	\$ 1,500.00
Subsequent Order Charge	\$ 150.00
Additional NXX Code Charge	\$ 150.00

B. Columbus and Dayton

Service Establishment Charge	\$ 1,500.00
Subsequent Order Charge	\$ 150.00
Additional NXX Code Charge	\$ 150.00

CARRIER TO CARRIER

CURRENT RATES *continued*

Billing and Collection, Section 6.5

6.5.1 Recording

A. Cincinnati

Per Customer Message	\$0.025
----------------------	---------

B. Columbus and Dayton

Per Customer Message	\$0.025
----------------------	---------

6.5.2 Billing Name and Address

A. Cincinnati

Manual Transaction	
Service Establishment Charge	\$0.00*
Query Charge Per Number	\$1.00

Mechanized Transaction (Not Available Yet)	
Service Establishment Charge	\$0.00*
Query Charge Per Number	\$1.00

B. Columbus and Dayton

Manual Transaction	
Service Establishment Charge	\$0.00*
Query Charge Per Number	\$1.00

Mechanized Transaction (Not Available Yet)	
Service Establishment Charge	\$0.00*
Query Charge Per Number	\$1.00

*The Company is currently waiving these charges.

CARRIER TO CARRIER

CURRENT RATES *continued*

Inward Operator Services, Section 7.1

BLV, Per Verification Requested	\$0.90
BLVI, Per verification and interrupt requested	\$1.10

Operator Passthrough Service, Section 7.2

Operator Passthrough Charge, per call	\$0.22
---------------------------------------	--------

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tw telecom of ohio, llc

Exhibit B

Proposed Replacement Tariff Pages

This tariff, tw telecom of ohio llc P.U.C.O. Tariff No. 13 - Access, replaces in its entirety tw telecom of ohio llc P.U.C.O. Tariff No. 11 - Access, currently on file with the Commission.

ACCESS SERVICE

General Rules and Regulations and Terms and Conditions

for

Access Service

Provided by

tw telecom of ohio llc

This access tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications business services provided by **tw telecom of ohio llc** within the state of Ohio. This tariff is on file with the Public Utilities Commission of Ohio and at the Company's places of business.

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CHECK SHEET

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

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

* - indicates those pages included with this filing

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EXPLANATION OF SYMBOLS

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

- (C) - To signify changed rate structure or regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (T) - To signify a change in text but not change in rate or regulation.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. that the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

Access Minutes - Denotes usage of exchange facilities in intrastate service for the purpose of calculating chargeable minutes of use.

Access Service or Switched Access Service - Access to the switched network of an Exchange Carrier for the purposes of originating or terminating communications. Access Service is available to carriers as defined herein.

Access Service Request (ASR) - The Industry service order format used by Access Service Customer and access providers as agreed to by the ATIS/Ordering and Billing Forum.

Access Tandem - An Exchange Carrier's switching system that provides a traffic concentration and distribution function for originating or terminating traffic between local switching centers and a Customer's premises.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code and/or operating company number (OCN) and/or carrier identification code (CIC) billed to the same Customer address.

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.

Authorized User - A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

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

Carrier or Common Carrier - Provider of telecommunications services for hire. See also Interexchange Carrier or Exchange Carrier.

Carrier Access Code - A uniform seven (7) digit code assigned to an individual carrier. The seven (7) digit code has the form 950-xxxx or 101-xxxx.

Central Office - A local company switching system where the station loops are terminated for purposes of interconnection to each other and to trunks.

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

Channel(s) - An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

Commercial Mobile Radio Service (CMRS) - A wireless provider of telecommunications services.

Common Channel Signaling (CCS) - A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

Collocation - Carrier facilities and/or equipment located in the local exchange carrier's central offices.

Commission - Public Utilities Commission of Ohio.

Company - **tw telecom of ohio llc**, the issuer of this tariff.

Constructive Order - Delivery of calls to or acceptance of calls from the Company's end user locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase access services as described herein. Similarly the selection by a Company's end user of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Conventional Signaling - The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and out pulsed digits is initiated. No overlap out pulsing ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

Customer - Any person, firm, corporation or other entity which orders or obtains service under this tariff and is responsible for the payment of charges.

Customer Agreement - The mutual agreement between the Company and the Customer for the provision of the Company's service.

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

Customer-Designated Premises - The premises specified by the Customer for the origination or termination of Access Services.

Customer Point of Presence (POP) - The physical location associated with the Customer's communication system.

Dedicated Access or Dedicated Transport - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

Digital Cross Connect System (DCS) - A digital system within a communications network with centralized switching and cross connection.

Digital Signal level 0 (DS0) - A dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

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

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

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

End User - Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to or uses intrastate service provided by a Carrier.

Entry Switch - The 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 services in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications services within that area.

Exchange Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

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

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

FCC – Federal Communications Commission.

Feature Group D – Access service which provides trunk side access to Company switches through the use of end office or access tandem switch trunk equipment. Feature Group D service may be arranged for 10XXXX dialing or equal access without using a dial code.

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Firm Order Confirmation (FOC) - Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

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

Hub - The Company office where Customer facilities are terminated for purposes of interconnection to Trunks and/or cross-connection to distant ends.

Interconnected Wholesale Provider - A company which sells, installs and maintains telephone systems for end users that interconnects its network to other telecommunication carriers networks for the delivery of telecommunication services.

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

Interexchange Carrier (IXC) or Interexchange Common Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

InterMTA (Major Trading Area) - For purposes of this tariff, InterMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates and terminates in different Major Trading Areas as used by the FCC to define coverage for certain services.

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

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

IntraMTA (Major Trading Areas) - For purposes of this tariff, IntraMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates or terminates within the same Major Trading Area as used by the FCC to define coverage for certain services.

Intrastate - For purposes of this tariff, the term Intrastate applies to the regulatory jurisdiction of services for communications between locations within the same state or services which are not jurisdictionally interstate.

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

LATA (Local Access and Transport Area) - A geographic area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Access - The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Calling Area - A geographical area as defined in the Company's local or general exchange service tariff(s) in which an end user may complete a call without incurring toll usage charges.

Local Switching Center - The switching center where telephone exchange service Customer station channels are terminated for purposes of interconnection to each other and to interoffice trunks.

Message - A message is a Call as defined above.

Network - Those telecommunication facilities operated by the Company, and excludes any telecommunication facilities that are operated by other telecommunication providers.

Network Services - The Company's telecommunications Access Services.

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

Nonrecurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees.

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

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

Off-Hook - The active condition of switched access or a telephone exchange service line.

Off-Net - A Customer is considered to be Off-Net when its point of presence is not served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

On-Hook - The idle condition of switched access or a telephone exchange service line.

On-Net - A Customer is considered to be On-Net when its point of presence is served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

Originating Direction - The use of Switched Access Service for the origination of calls from an end user or Customer premises to an IXC premises or to another Local Exchange Carrier or CMRS provider.

Out of Band Signaling - An exchange access signaling feature which allows Customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence (POP) - Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

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 described in Part 68 of the Federal Communications Commission's Rules & Regulations.

Premises - The physical space designated by a Customer or Authorized User for the termination of the Company's service.

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

Presubscription - An arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing toll calls. The selected IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IXC that orders FGD Access Service at the Local Switching Center that serves the end user.

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

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order - The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Service(s) - The Company's telecommunications Access Services offered on the Company's Network.

Serving Wire Center - The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

Shared Facilities - A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Signaling Point of Interface - The Customer-designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7) - The Common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

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

Signaling Transfer Point Access - Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

Special Access - See Dedicated Access.

Term Agreement - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

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

Terminating Direction - The use of Access Service for the completion of calls from an IXC or Carrier premises to an end user or Customer premises.

Transmission Path - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived 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 2 - TERMS AND CONDITIONS

2.1 Undertaking of the Company

The Company's service is furnished to Customers for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth herein and in other relevant Company Tariffs.

Access Service consists of access to the switched network of an exchange carrier for the purpose of originating or terminating communications. Access Service is available to carriers as defined herein.

2.2 Limitation on Service

2.2.1 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 this tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

2.2.3 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.2.4 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 shall not be liable for errors in transmission or for failure to establish connections.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**2.3 Assignment or Transfer of Service**

All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this document shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.4 Use of Service

2.4.1 Service may be used for any lawful purpose by the Customer or by any end user.

2.4.2 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.

2.4.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.4.4 Any service provided under this tariff may be resold or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.4.5 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.4 Use of Service, (Cont'd.)

2.4.6 The Customer may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered; the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.4.7 At the expiration of the initial term specified in each Service Order, or in any extension thereof, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination, including, but not limited to, any fees for early termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.4.8 Non-Routine Installation

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

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.4 Use of Service, (Cont'd.)

2.4.9 Special Construction

Subject to the agreement of the Company and to the terms contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken and characterized by one or more of the following:

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

Special construction charges for Access Service will be determined as described in this section.

2.4.10 Ownership of Facilities

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

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.5 Discontinuance and Restoration of Service

Service continues to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.5.1 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

2.5.2 Cancellation by the Company

- A. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- B. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- C. The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service or of any of the provisions governing the furnishing of service under this tariff, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction, the Customer shall be subject to discontinuance of service, without notice.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.5 Discontinuance and Restoration of Service, (Cont'd.)

2.5.3 Restoration of Service

- A. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
- B. Restoration of disrupted services shall be in accordance with Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.6 Cancellation of Application for Service

If the Customer cancels its order for service prior to the service due date, a Cancel Order Charge will apply. Charges are reflected in the Rate Section.

2.6.1 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.6.2 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.

2.7 Minimum Period

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 - TERMS AND CONDITIONS, (CONT'D.)

2.8 Term Agreements

The Company may offer Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service.

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.9 Billing and Payments

2.9.1 All bills for service provided to the Customer by the Company are due and payable on the due date printed on the invoice ("Due Date"), which is one day prior to the date of the next monthly invoice and are payable in immediately available funds.

- A. The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in 1) a paper format, 2) on CD-ROM, or 3) via electronic transmission. Such bills are due on the Due Date regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period of service will be prorated to the number of days based on a 30-day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- B. The Company may assess charges for provisioning of additional copies of bills. See Section 4 for applicable rates and charges.
- C. The Company, upon request of call detail records, including but not limited to, intraLATA toll free and intrastate access and resale services, may assess charges for the provisioning of these records. The call detail records will be in Exchange Message Interface (EMI) Industry format. See Section 4 for applicable rates and charges.
- D. Further, if any portion of the payment is received by the Company after the payment Due Date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, a late payment penalty shall be due the Company. Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law.
- E. A charge of \$25.00 (twenty-five dollars) or the current allowable amount, will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

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2.9 Billing and Payments, (Cont'd.)

2.9.2 The Company will establish a bill day each month for each Customer account. The bill will cover charges for the billing period for which the bill is rendered, plus any known unbilled charges and adjustments for any prior periods.

There are three types of rates and charges that apply to Access Service. These are monthly Recurring Charges, usage rates and Nonrecurring Charges.

- A. Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.
- B. Usage Rates: Usage rates are rates that are applied on a per unit of measure basis, such as per access minute or per query. Usage rates are accumulated over a monthly period.
- C. Nonrecurring Charges: Nonrecurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).
 - 1. Installation of Service: Nonrecurring charges apply to each Access Service installed. The charge is applied per line or Trunk.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.10 Claims and Disputes

Objections to billed charges must be reported to the Company within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-829-0420. The Company shall make adjustments to the Customer's invoice to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.10.1 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.

2.10.2 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 Section 2.9.

2.10.3 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.

2.10.4 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, the Customer must, within five (5) business days following written, electronic or telephonic notice of the resolution, pay the disputed amount including the late penalty as set forth in Section 2.9.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.11 Payment of Deposits

- 2.11.1 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 to make a deposit prior to or at any time after the provision of service. The deposit is to be held by the Company as a guarantee of the payment of rates and charges.
- 2.11.2 A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.
- 2.11.3 At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the service to the Customer.
- 2.11.4 In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.
- 2.11.5 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.12 Inspection, Testing and Adjustment

- 2.12.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether this tariff is being complied with in 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 or reasonable suspicion of the departure from any of these terms and conditions.
- 2.12.2 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 (24) hours in length and is requested by the Customer.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.13 Interconnection

- 2.13.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company.
- 2.13.2 Interconnection with the services or facilities of other common carriers shall be executed in accordance with this tariff and the terms and conditions of the other common carrier's tariff(s).
- 2.13.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may require the use of protective equipment at the Customer's expense. If this action fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.14 Liability of the Company

- 2.14.1 The liability of the Company , or any other common carrier or other service provider that furnishes any portion of the Company's services, for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or nonregulated service or facilities or equipment (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) will not exceed an amount equal to the MRC (calculated on a proportionate basis) for the affected service during the period which such error, mistake, omission, interruption or delay occurs. The extension of such allowances shall be the sole remedy of the Customer and the sole liability of the Company.
- 2.14.2 The Company will not be liable at any time or under any circumstance for indirect, consequential, special incidental, reliance, special, punitive or consequential damages (including, without limitation, harm to business, lost revenues, lost savings, lost opportunity, harm to business or loss of profits) in connection with services rendered to the Customer under this tariff.
- 2.14.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company is not liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or other service provider or their respective agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees.
- 2.14.4 The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by strike or other labor problems, power fluctuations, surges or failures, national emergencies, insurrections, acts of God, war, fire, flood, adverse weather conditions, explosion, vandalism, acts of terrorism, riots, government authorities, cable cut, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of rights of eminent domain, or other causes beyond the Company's control.
- 2.14.5 The Company will not be liable under any circumstances for any act, omission, error, mistake, interruption or delay of any person or entity owning telecommunications facilities used by the Customer or who furnishes facilities or services connected with or provided in conjunction with the Company's service; or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**2.15 Liability of the Customer**

2.15.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, directors, employees, agents, invitees or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.15.2 Indemnification by the Customer

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for (i) libel, slander, or infringement of copyright or unauthorized use of any trademark, tradename or service mark arising from the material transmitted over its facilities; (ii) infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; (iii) all claims of any kind by Customer's end users; and (iv) all other claims including, without limitation, claims for damage to any business or property or injury to, or death of, any person arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement. The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: all claims, demands, losses or liabilities, including, but not limited to, fees and expenses of counsel, arising out of, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer. Service is furnished subject to the conditions that it will not be used: (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.15 Liability of the Customer, (Cont'd.)

- 2.15.3 Customer-Provided Equipment - The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-Provided equipment or premises wire. The Company shall have no obligation to install, maintain, repair or operate Customer-provided equipment. In the event that the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer must compensate the Company for such service call at the prevailing rate.
- 2.15.4 Use of Facilities of Other Companies - When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.16 Taxes and Surcharges

2.16.1 Taxes, Fees and Surcharges

“Tax” or “Taxes” means any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated, imposed or sought to be imposed, on or with respect to purchases by Customer or for the Company’s use of public streets or rights of way, which the Company is required or permitted by law or tariff to collect from Customer; provided, however, that the term “Tax” will not include any tax on the Company’s corporate existence, status, income, corporate property or payroll taxes.

The Company shall bill any and all applicable taxes, surcharges and fees, including, but not limited to: Federal Excise Tax; State Sales Tax; Municipal Taxes; Gross Receipts Taxes; Telecommunications Relay Services (TRS); and any taxes, surcharges, fees, charges or other payments contractual or otherwise, for the use of public streets or rights-of-way, whether designated as franchise fees or otherwise. As permitted by law, the Company will recover from its Customers any such charges assessed directly against the Company. Such taxes or fees will be itemized separately on the Customer’s invoice or billing detail. If Customer fails to pay any Taxes properly billed, Customer will be solely responsible for payment of the Taxes, and penalty and interest.

Taxes and surcharges assessed on bundled services are based upon a model configuration of the product elements. Details are available upon Customer request.

If either Customer or the Company is audited by a taxing or other governmental authority, the other party will cooperate reasonably by responding to the audit inquiries in a proper, complete and timely manner. The Company will cooperate, at Customer’s expense, with reasonable requests of Customer in connection with any Tax contest or refund claim. Customer will ensure that no lien is attached to or allowed to remain on any asset of the Company as a result of any Tax contest. Customer will indemnify and hold the Company harmless against any liabilities, damages, losses, costs or expenses arising out of such Tax proceedings, including without limitation any additional Taxes, interest, penalties and attorney’s fees.

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.16 Taxes and Surcharges, (Cont'd.)

2.16.1 Taxes, Fees and Surcharges, (Cont'd.)

If Customer claims an exemption for any Taxes, Customer must provide the Company with a proper tax exemption certificate as authorized by the appropriate taxing authority. Customer must pay the applicable Taxes to the Company until it provides a valid exemption certificate. If applicable law exempts a service from a Tax, but does not also provide an exemption procedure, the Company will not collect such Tax if Customer provides a letter signed by one of its officers; (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold the Company harmless from any tax, interest, penalties, loss, cost or expense asserted against the Company as a result of its not collecting the Taxes from Customer.

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.17 Jurisdictional Reporting

2.17.1 Switched Access Services

For purposes of determining the jurisdiction of Switched Access Services (originating toll free and terminating traffic), to the extent the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will use that call detail to render bills for those minutes. To the extent call detail is not available, the jurisdictional reporting requirements specified below will apply.

When a Customer orders Access Services, its projected Percent Interstate Usage (PIU) must be provided to the Company. Except to the extent the Company has sufficient call detail to determine the jurisdiction of the call, these percentages will be used by the Company to apportion the usage and/or charges between interstate and intrastate until a revised report is received as set forth herein.

To the extent that sufficient call detail is unavailable and the Customer has failed to provide its projected PIU, the Company shall allocate unidentifiable minutes subject to the PIU as 50 percent interstate traffic and 50 percent intrastate traffic.

Based on distribution of traffic (identifiable, Customer based PIU, Default PIU), the Company may derive an aggregated factor.

2.17.2 IntraLATA Toll Usage

For purposes of determining the jurisdiction of IntraLATA Toll Usage termination, to the extent the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating Intralata Toll minutes of use, the Company will use that call detail to render bills for those minutes. To the extent call detail is not available, the jurisdictional reporting requirements specified below will apply.

When a Customer terminates IntraLATA Toll Usage, its projected Percent Local Usage (PLU) must be provided to the Company. Except to the extent the Company has sufficient call detail to determine the jurisdiction of the call, these percentages will be used by the Company to apportion the usage and/or charges between IntraLATA Toll and local until a revised report is received as set forth herein.

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.17 Jurisdictional Reporting, (Cont'd.)

2.17.2 IntraLATA Toll Usage, (Cont'd.)

To the extent that sufficient call detail is unavailable and the Customer has failed to provide its projected PLU, the Company shall allocate unidentifiable minutes subject to the PLU as 50 percent IntraLATA Toll Usage traffic and 50 percent local traffic.

Based on distribution of traffic (identifiable, Customer based PLU, Default PLU), the Company may derive an aggregated factor.

2.17.3 Jurisdictional Reporting Timelines

The Customer shall provide to the Company, to be received no later than 15 days after the end of each quarter, a revised report reflecting the aforementioned factors, as applicable, for the past 3 months, for each service arranged for use, based solely on the traffic originating from or terminating to the Company. The quarterly report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for services where reports are needed, the Company will assume the percentages to be the same as was previously provided in the most recent report(s).

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**2.17 Jurisdictional Reporting, (Cont'd.)****2.17.4 Jurisdictional Reports Verification**

If a billing dispute arises or a regulatory commission questions any of the factors, the Customer will provide the data issued to determine the applicable factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the appropriate jurisdiction can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit, internally or with an external firm, at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

In the event that an audit reveals that any Customer reported factor was incorrect, the Company shall apply the audit results to jurisdictionalize the usage, as applicable, affected by the audit. The Customer shall be back-billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 12 months. Back-billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds by the due date printed on the invoice.

Should an audit reveal that the misreported factors resulted in an underpayment of usage charges to the Company of five percent or more of the total usage charges, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail, submitted to the Company by the auditor.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.18 Obligations of the Customer

2.18.1 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 from 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.

2.18.2 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. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.18.3 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 Company. The Customer shall also 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.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

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

2.18.4 Testing

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

2.18.5 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.

2.18.6 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.

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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 an end user's premises. It provides for the use of common and dedicated terminations, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate or terminate calls from an end user's premises to a Customer's premises in the LATA where it is provided. When the Customer is a CMRS provider, Switched Access Service rates apply for all interMTA traffic.

Switched Access Service is also available to pass calls between a Customer's premises and the premises of another carrier, including a CMRS provider and an Interconnected Wholesale provider.

The application of rates for Switched Access Service is described in Section 4 following. Rates and charges for services other than Switched Access Service, i.e., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

Arrangements for indirect or direct interconnection by Local Exchange Carriers, Competitive Local Exchange Carriers, Wireless Providers (Commercial Mobile Radio Services (CMRS) and Personal Communications Services (PCS)) and Interconnected Wholesale Providers with the Company's facilities for the completion of local and intraLATA toll traffic will be negotiated on a case by case basis, provided that, in cases where no agreement is in place for completion of such calls, the Company may charge one of the following rates: the state authorized UNE Switching rate(s) or the rate being charged by the other carrier for the Company's traffic terminating on the other carrier's network.

3.1.1 Ordering Conditions

Except as provided elsewhere in this tariff, all services offered under this tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines (ASOG), unless otherwise specified herein.

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

3.1 General, (Cont'd.)

3.1.2 Access Service 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 Access Service will be specified at the time the order is placed. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Service provided under the Standard Interval will be installed during Company business hours.

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

3.1 General, (Cont'd.)

3.1.2 Access Service Intervals, (Cont'd.)

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 (i.e., if additional engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Service the Customer has requested. The Negotiated Interval may not exceed the Standard Interval Service Date by more than six (6) months, or, when there is no Standard Interval, the Company offered Service Date.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.1 General, (Cont'd.)****3.1.3 Access Service Request Modifications**

Any increase in the number of Access Service lines, Trunks, Access transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date Interval.

A. Service Commencement Date Changes

ASR service date for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than thirty (30) calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed thirty (30) calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for Service Date Change that is less than five (5) business days from the date of notification by the Customer, a Service Date Change Charge and an Expedited Order Charge will apply. No Expedited Order Charge will apply if the Customer requests a Service Date Change that is more than five (5) business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than thirty (30) calendar days after the original service date, the order will be canceled by the Company on the thirty-first day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 4.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.1 General, (Cont'd.)****3.1.3 Access Service Request Modifications, (Cont'd.)****B. Design Change Charge**

The Customer may request a Design Change to the service order. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what changes(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design changes for purposes of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 4 are in addition to a Service Date Change Charges that may apply.

C. Expedited Order Charge

When placing an Access Order for services(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedited Order Charge will apply. The Expedited Order Charge will not apply if the new Service Commencement Date is more than five (5) days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedited Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedited Order Charge will apply.

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

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications, (Cont'd.)

C. Expedited Order Charge, (Cont'd.)

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedited Order Charge will not apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedited Order Charge.

In the event the Customer cancels an expedited request, the Expedited Order Charge will be added to all applicable Cancellation Charge specified herein.

In the event the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedited Order Charge will still apply.

An Expedited Order Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 4 Rates.

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

3.2 Rate Categories

The Company applies traditional per minute of use switched access rate elements to originating and terminating traffic including Tandem Services. Switched Access Services may include charges for 1+ domestic and international traffic, 8XX traffic, 500, 700, & 900 access traffic, 950 traffic, and etc. The rate elements may include the following rate categories:

- Carrier Common Line
- Local Switching
- Transport
- 8XX Database Query
- Last Resort LNP Queries

The Company assesses the per minute of use rate elements plus 8XX Data Base Query rates for originating 8XX Access services.

For Tandem Services, including for CMRS and Interconnected Wholesale Providers, the Company assesses traditional per minute of use switched access rate elements and 8XX Database Query charges, as applicable. The rate elements may include the following rate categories:

- Tandem Switching
- Transport
- 8XX Database Query

Ancillary access charges are billed in addition to the primary access charge rate categories listed above. Ancillary access rate elements are billed in addition to the rate element per minute of use charges and may include, but are not limited to, 500/900 Access Service, Inward Operator Services, Operator Pass Through Service, Billing Name and Address, and recording services.

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

3.2 Rate Categories, (Cont'd,)

3.2.1 Carrier Common Line

The Carrier Common Line rate category includes the charges related to the use of common lines by Customers and end users for intrastate access.

3.2.2 Local Switching

The Local Switching rate category establishes the charges related to the use of local office switching equipment, the terminations in the local end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the use of common trunk port, the use of Signaling Transfer Point (STP), and the SS7 signaling function between the end office and the STP.

Where local 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.

3.2.3 Transport

The Transport rate category provides the transmission and transport termination facilities between the Customer premises and the switch(es) where the Customer traffic is switched to originate or terminate its communications. The rate components may include:

Transport - Termination
Transport - Facility
Interconnection Charge

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.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Rate Categories, (Cont'd,)****3.2.3 Transport, (Cont'd.)****A. Transmission Paths**

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

B. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

3.2.4 Tandem Switching

The Tandem Switching category establishes the charges associated with "switching" the call through the Company's switching office from the "incoming" trunk group to the "outgoing" trunk group.

Tandem Switching charges apply when the Company passes a call between the Customer and another carrier, including CMRS providers and Interconnected wholesale providers. Tandem switching charges may include charges for multiplexing and associated trunk ports, where applicable.

3.2.5 8XX Data Base Query Service

8XX Data Base Query Service is a service offering utilizing originating trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an end user, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location (Carrier identification Code or destination routing number) to which the call is to be routed. This service is billed based on a per query charge.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Rate Categories, (Cont'd,)****3.2.6 Local Routing Number (LRN) Query Service of Last Resort**

LRN Query Service of Last Resort can be used when a call is routed to the Company's local or tandem switching office where the dialed telephone number is portable and a query has not been performed to identify the correct Carrier for routing of the call. A LRN query will be performed and the call will be re-routed to the correct Carrier. This service charge is a per query charge and will be billed to the Carrier originating the call.

3.2.7 Inward Operator Services**A. General**

Where available, Inward Operator Services enable Customers to be connected to the Company's operator services switch for the purpose of providing operator services to their end users.

B. Service Description**1. Busy Line Verification (BLV)**

BLV is a service where, at the request of the Customer's operator, a Company operator will attempt to determine the status of an exchange service line (i.e., conversation in progress, available to receive a call or out of service) and report to the Customer's operator.

2. Busy Line Verification/Interrupt (BLVI)

BLVI is a service where, at the request of the Customer's operator, a Company operator determines and reports that a conversation is in progress on an exchange service line and subsequently interrupts such conversation to request that the conversation be terminated so that the Customer's end user can attempt to complete a call to the line.

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

3.2 Rate Categories, (Cont'd.)

3.2.7 Inward Operator Services, (Cont'd.)

C. Specifications

Inward Operator Services are provided over trunks between the Customer's premises and the Company's local switch. Where FGD trunks which carry other Customer traffic are used, the technical specifications for such trunks apply. The Company will be responsible for transporting this traffic from its local switch to its operator service switch when these are different.

D. Undertaking of Company

In addition to the obligations of the Company, where available, set forth above, the following obligations apply only to the provision of Inward Operator Services:

1. The Company will provide BLV and BLVI for telephone numbers in its operating territory.
2. The Company operator will respond to one telephone number per call on requests for BLV or BLVI.
3. The Company will designate which operator service switch serves which NXX's and make such information available to the Customer.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Rate Categories, (Cont'd.)****3.2.8 Operator Pass-through Service****A. General**

Operator Pass-through Service enables a Customer who provides operator services to receive calls passed through to it by the Company, within a specified LATA, for the purpose of operator assisted call completion or, for a Customer who does not provide operator service, Operator Pass-through Service enables end user calls to be passed through to either a Customer designated Operator Service Provider or a Company provided recording. Operator Pass-through Service is only available in end offices equipped with Feature Group D.

B. Service Description

Operator Pass-through Service provides end users with access to the operators of the Customer for operator assisted call completion, when the Customer provides operator services for end users for calls originating from a particular LATA and is capable of receiving calls passed through to it by the Company in that LATA.

The Company will, when requested by an end user, connect that end user to a specified Customer for Operator call completion provided that Customer offers operator services in the end user's originating LATA and is capable of receiving calls passed to it by the Company in that LATA.

If the Customer does not provide operator services for end users, at the option of the Customer, the Company will provide end users with access to a Customer designated Operator Services Provider or to a Company provided announcement which will direct the end user to contact their Presubscribed Interexchange Carrier for dialing instructions. For Customers who opt to designate an Operator Services Provider, only one Operator Services Provider may be designated within a specified LATA.

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SECTION 4 - RATES AND CHARGES

4.1 Switched Access Service

4.1.1 Cincinnati Rates and Charges

A. Service Implementation

Installation Charge (Per Trunk)

	<u>Entrance Facility</u>	Nonrecurring Charge
<u>Installation Charge (per channel)</u>		
2-wire		\$308.95
each additional 2-wire		\$119.49
4-wire		\$314.69
each additional 4-wire		\$125.19
first DS1		\$866.97
each additional DS1		\$486.83
first DS3		\$870.50
each additional DS3		\$427.88

B. Change Charges (per order)

	Nonrecurring Charge
<u>Charge per Occurrence</u>	
Service Date Change Charge	\$10.00
Design Change Charge	\$25.00
Expedited Order Charge	\$100.00
Service Order Charge	\$25.00
Access Carrier Name Abbreviation (ACNA) Change (per trunk)	\$22.00
Billing Account Number (BAN) Change	\$170.00
Customer Circuit Identification (CKR) Change	\$22.00

C. Cancellation Charges (per order)

Cancellation charge	ICB
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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.1 Cincinnati Rates and Charges, (Cont'd.)

D. Direct Connect Charges:

<u>Entrance Facility</u>	<u>Monthly Recurring Charge</u>
2-wire	\$25.00
4-wire	\$45.24
per DS1	\$133.81
per DS3	\$2,100.00

E. Switched Access Rate Elements

<u>Rate Element</u>	<u>Access Rate Per Minute of Use</u>
Carrier Common Line (Originating)	\$0.0000000
Carrier Common Line (Terminating)	\$0.0000000
Local Switching (Originating)	\$0.0046394*
Local Switching (Terminating)	\$0.0046394*

F. Tandem Switching and Transport Elements

<u>Transport</u>	<u>Access Rate Per Minute of Use</u> <u>(Originating and Terminating)</u>
Termination (each), per minute	\$0.000600
Facility, per minute per mile (@ 10 miles)	\$0.001170
Interconnection Charge	\$0.000000
Tandem Switching, per minute	\$0.002241**

*Consists of Local Switching and Shared Trunk Port

**Consists of Tandem Switching and Tandem Multiplexing

G. Direct-Trunked Transport

Refer to the Company's Private Line Tariff for full descriptions and rates associated with Dedicated Capacity Services.

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.1 Cincinnati Rates and Charges, (Cont'd.)

H. Other Switched Access Charges

<u>Rate Element</u>	<u>Access Rate</u>
A. 8XX Data Base 8XX CIC or POTS Query - per Query	\$0.002391
B. LRN Query of Last Resort – per Query	\$0.06
C. BNA (Billing Name & Address) per 10-digit ANI requested	\$0.20
D. Media Options Charges	
Electronic Data Transfer (per record transferred)	\$0.003
CD or Email, per record	\$0.003
Invoice Provisioning, per invoice	\$15.00
E. Automatic Number Identification (ANI) Per ANI delivered	\$.00008

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SECTION 4 - RATES AND CHARGES

4.1 Switched Access Service

4.1.2 Columbus and Dayton Rates and Charges

A. Service Implementation

Installation Charge (Per Trunk)

	<u>Entrance Facility</u>	Nonrecurring Charge
<u>Installation Charge (per channel)</u>		
2-wire		\$308.95
each additional 2-wire		\$119.49
4-wire		\$314.69
each additional 4-wire		\$125.19
first DS1		\$866.97
each additional DS1		\$486.83
first DS3		\$870.50
each additional DS3		\$427.88

B. Change Charges (per order)

<u>Charge per Occurrence</u>	Nonrecurring Charge
Service Date Change Charge	\$10.00
Design Change Charge	\$25.00
Expedited Order Charge	\$100.00
Service Order Charge	\$25.00
Access Carrier Name Abbreviation (ACNA) Change (per trunk)	\$22.00
Billing Account Number (BAN) Change	\$170.00
Customer Circuit Identification (CKR) Change	\$22.00

C. Cancellation Charges (per order)

Cancellation charge	ICB
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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.2 Columbus and Dayton, (Cont'd.)

D. Direct Connect Charges:

<u>Entrance Facility</u>	<u>Monthly Recurring Charge</u>
2-wire	\$25.00
4-wire	\$45.24
per DS1	\$133.81
per DS3	\$2100.00

E. Switched Access Rate Elements

<u>Rate Element</u>	<u>Access Rate Per Minute of Use</u>
Carrier Common Line (Originating)	\$0.000000
Carrier Common Line (Terminating)	\$0.000000
Local Switching (Originating)	\$0.003524*
Local Switching (Terminating)	\$0.003524*

F. Tandem Switching and Transport Elements

<u>Transport</u>	<u>Access Rate Per Minute of Use</u> <u>(Originating and Terminating)</u>
Termination (each), per minute	\$0.000103
Facility, per minute per mile (@ 10 miles - Columbus)	\$0.00013
Facility, per minute per mile (@ 10 miles - Dayton)	\$0.000013
Interconnection Charge	\$0.000000
Tandem Switching, per minute	\$0.001133**
*Consists of Local Switching and Shared Trunk Port	
**Consists of Tandem Switching and Tandem Multiplexing	

G. Direct-Trunked Transport

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.1 Columbus and Dayton Rates and Charges, (Cont'd.)

H. Other Switched Access Charges

<u>Rate Element</u>	<u>Access Rate</u>
A. 8XX Data Base 8XX CIC or POTS Query - per Query	\$0.002304
B. LRN Query of Last Resort – per Query	\$0.06
C. BNA (Billing Name & Address) per 10-digit ANI requested	\$0.20
D. Media Options Charges	
Electronic Data Transfer (per record transferred)	\$0.003
CD or Email, per record	\$0.003
Invoice Provisioning, per invoice	\$15.00
E. Automatic Number Identification (ANI) Per ANI delivered	\$0.00008

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.2 Carrier Identification Code Opening Charge

4.2.1 General

A Customer may request the opening of its Carrier Identification Code (CIC) on the Company's switches to allow the Company's end users to select the Customer as their interLATA, IntraLATA, interstate and/or international service provider. A Charge is applicable for each switch in which the CIC is opened.

4.2.2 Rates and charges

CIC/ASR Charge per switch	\$50.00
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SECTION 5 - TELECOMMUNICATIONS SERVICE PRIORITY

5.1 General

Telecommunications Services Priority (TSP) is a priority restoration and provisioning service offered to Customers whose telecommunications needs meet national Security Emergency preparedness (NS/EP) specifications as determined by the TSP program Office. TSP services fall into two categories. Emergency and Essential Emergency Services are newly ordered services so critical as to require provisioning at the earliest possible time, without regard to the service users' cost. Essential Services are all other NS/EP services assigned restoration and/or provisioning priorities with the TSP system.

5.2 Ordering

In order to qualify for TSP services, the Customer must obtain a certificate from the TSP Program Office specifying the circuits and their level of restoration and provisioning priority. Customers can request assignment to the TSP System through the following agencies:

Customer	Contact
Federal Agencies	TSP program Office
State/Local Governments	Federal Emergency Management Agency
Foreign Governments	Departments of State or Defense
Private Industry	Through Federal Agency which has a contractual relationship involving NS/EP functions

TSP service is applicable to services which include local exchange service, private line service, switched access service and dedicated access service. The TSP Program Office makes the priority level assignments and issues the TSP authorization code reflecting the priority assignment associated with a request

The Customer provides the TSP authorization code, in addition to all the other details necessary to complete the order to the company to obtain TSP System Service.

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SECTION 5 - TELECOMMUNICATIONS SERVICE PRIORITY, (CONT'D.)

5.3 Provisioning Priority

If the Customer requires service within a shorter time interval than the Company can provide, and the requested service qualifies for NS/EP, the Customer may elect to invoke NS/EP treatment and obtain the appropriate provisioning priority assignment from the TSP Program Office.

5.4 Restoration Priority

A TSP authorization code for restoration priority classifies the service as being among the nation's most important NS/EP telecommunications services. The Company will restore these services before services without restoration assignments in the order of priority assignments.

When the Company recognizes a TSP service as being out of service, unusable, or receives a trouble report, available resources will be dispatched to restore the service as quickly as practicable. A priority value of 1, 2, or 3 requires dispatch outside normal business hours if necessary to restore the service. A priority value of 4 or 5 only requires dispatch outside of normal business hours if the next business day is more than 24 hours away. If the value "0" has been assigned, then no restoration priority is applicable to this service.

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SECTION 5 - TELECOMMUNICATIONS SERVICE PRIORITY, (CONT'D.)

5.5 Obligations of the Customer

- 5.5.1 In all instances, the Customer is responsible for obtaining the appropriate TSP authorization code and providing that code to the Company.
- 5.5.2 Only the Customer or its authorized agent as indicated in a letter of agency on file with the Company is allowed to order TSP system service.
- 5.5.3 All points of a multipoint service configuration must have the same restoration priority assignment and must satisfy the requirement of that assignment.
- 5.5.4 In obtaining TSP system service, the Customer consents to the release of certain information by the company to the federal government in order to maintain and administer the TSP System. Such information includes: the Customer's name, telephone number and mailing address, the TSP authorization code and the circuit or service identification number associated with the NS/EP service.
- 5.5.5 The Company will attempt to notify the customer of expected charges. The customer when invoking NS/EP treatment, recognizes that quoting charges and obtaining permission beforehand may not be practicable and may cause unnecessary delays and, as a result, grants the Company the right to quote and bill charges after provisioning the service.
- 5.5.6 During certain emergencies the Customer may request TSP assignments verbally and the company will accept such verbal notifications. The Customer must submit a written order to the company within two working days following the verbal request. If the written order is not received within two working days, all applicable rates and charges accumulated to date to provision TSP System service become immediately due and payable and the requested TSP priority is revoked.
- 5.5.7 The Customer must request and justify revalidation of all priority level assignments at least every three years.
- 5.5.8 Additionally, the NCS manual 3-1-1, "Telecommunications service Priority (TSP) System for National Security Preparedness (NS/EP Service User manual)" prescribes specific conditions which warrant NS/EP treatment and related procedures.

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SECTION 5 - TELECOMMUNICATIONS SERVICE PRIORITY, (CONT'D.)

5.6 Obligations of the Company

- 5.6.1 The Company will allocate resources to ensure the best efforts to provide NS/EP services by the time required.
- 5.6.2 The Company will work TSP system services in the order of the priority level assignments. The priority sequence is as follows:
 - Restore NS/EP services assigned restoration priority 1
 - Provision Emergency NS/EP services
 - Restore NS/EP services assigned restoration priority 2, 3, 4 or 5
 - Provision NS/EP service assignment provisioning priority 1, 2, 3, 4 or 5.
- 5.6.3 The Company will work cooperatively with other providers of NS/EP services to ensure end to end service even if only a portion of the service is provided by the Company.
- 5.6.4 TSP service will be provided in accordance with the guidelines set forth in NCS manual 3-1-2, "Telecommunications Service Priority (TSP) System for National Security Preparedness (NSEP) Service Vendor Handbook."

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SECTION 5 - TELECOMMUNICATIONS SERVICE PRIORITY, (CONT'D.)

5.7 Pricing

Four rate elements apply to TSP pricing:

- 5.7.1 Priority Installation Nonrecurring Charge applies in addition to other normal charges for the expedited installation of a TSP circuit.

Per circuit ICB

- 5.7.2 Priority Restoration Nonrecurring Level Implementation Charge B applies when a circuit is first given a TSP restoration level.

Per Circuit ICB

- 5.7.3 Priority Restoration Monthly maintenance Charge B applies to TSP circuits.

Per Circuit, per month ICB

- 5.7.4 Priority Restoration Nonrecurring Level Change Charge B applies when a restoration level is modified on a TSP circuit.

Per change per Circuit ICB

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Exhibit C

Narrative Summarizing All Changes Proposed in the Application

The purpose of this filing is to implement changes to conform this tariff to the Company's current nationwide access template. This effort is being undertaken nationwide. Changes from the original are ministerial in nature and include: removing definitions that are not used in the tariff; revising certain definitions to conform the language across all the company's tariffs; text corrections, minor text changes, and numbering corrections throughout to conform language across tariffs; rearrangement of the order of rate elements; header and label changes; deletion of unused rate elements and descriptions. No rate increases are included in this filing.

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Exhibit D

Customer Notice and Affidavit

Not Applicable

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/27/2011 2:51:06 PM

in

Case No(s). 11-4531-TP-ATA

Summary: Tariff Access replacement tariff, Tariff No. 13 replaces Access Tariff No. 11 in its entirety with cover letter electronically filed by Mrs. Barbara E. del Castillo on behalf of tw telecom of ohio llc