

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

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD
(Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of Cbeyond)
Communications, LLC to Detariff Services and make other)
changes related to the Implementation of Case No. 10-1010-)
TP-ORD.)

TRF Docket No. 90-9359

Case No. 11-5107-TP-ATA

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

Name of Registrant(s) Cbeyond Communications, LLC

DBA(s) of Registrant(s) _____

Address of Registrant(s) 320 Interstate North Parkway, Atlanta, Georgia 30339

Company Web Address www.cbeyond.com

Regulatory Contact Person(s) Greg Darnell

Phone 678-370-2467

Fax 678-424-2500

Regulatory Contact Person's Email Address greg.darnell@cbeyond.net

Contact Person for Annual Report Greg Darnell

Phone 678-370-2467

Address (if different from above) _____

Consumer Contact Information Greg Darnell

Phone 678-370-2467

Address (if different from above) _____

Part I – Tariffs

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

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

Carrier Type	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tariffed pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part II – Exhibits

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

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input checked="" type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – Attestation

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

AFFIDAVIT

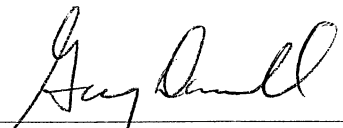
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, Greg Darnell, and am authorized to make this statement on its behalf.
(Name)

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

Executed on (Date) September 12, 2011 at (Location) Atlanta, Georgia



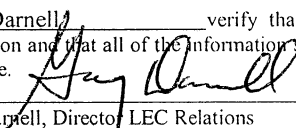
*Greg Darnell, Director LEC Relations

(Date) September 12, 2011

- *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, Greg Darnell, verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.



* Greg Darnell, Director LEC Relations

(Date) September 12, 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

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM
For Non-BLES Carriers

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD
(Effective: 01/20/2011)

Company Name Cbeyond Communications, LLC
Company Address 320 Interstate North Parkway, Atlanta, Georgia 30339
Company Web Address www.cbeyond.com
Regulatory Contact Person Greg Darnell Phone 678-370-2467 Fax 678-424-2500
Regulatory Contact Person's Email Address greg.darnell@cbeyond.net
Contact Person for Annual Report Greg Darnell Phone 678-370-2467 Fax 678-424-2500
Consumer Contact Information Greg Darnell Phone 678-370-2467 Fax 678-424-2500
☒ TRF Docket No. 90-9359-TP-TRF

I. Company Type (Check all applicable):

☒ Non-BLES CLEC ☐ IXC ☐ Other (explain) _____

II. Services offered (Check all applicable):

- ☐ Toll services (intrastate)
☐ Local Exchange Service (i.e., residential or business bundles)
☒ Other (explain) managed voice and data services to small business customers

III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):

- ☐ Toll Presubscription
☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*
☐ N-1-1 Service
☐ Pole Attachment and Conduit Occupancy
☐ Pay Telephone Access Lines
☐ Inmate Operator Service
☐ Telephone Relay Service

*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

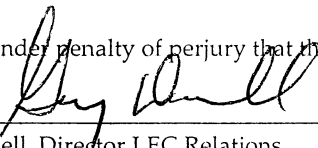
Part IV. – Attestation

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

I am an officer/agent of the carrier/telephone company, Greg Darnell, and am authorized to make statements on it behalf.
(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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



Greg Darnell, Director LEC Relations

9/12/11

(Date)

Superseded Tariff Pages

Attached is a copy of the current tariff pages of Cbeyond Communications, LLC's PUCO No. 1 tariff.

CBeyond COMMUNICATIONS, LLC

Regulations and Schedule of Intrastate Charges
Applying to Local End-User Telecommunications Service
Within the State of Ohio

LOCAL SERVICES TARIFF

TRF No. 90-9359-TP-TRF

Detariffed Services are available on Cbeyond's website at
www.cbeyond.com

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

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

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- N To signify new rate or regulation.
- R To signify reduced rate.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by Cbeyond Communications, LLC, hereinafter referred to as the Company, to customers within the State of Ohio.

4803668v1 Issued: June 26, 2008

Effective: June 26, 2008

By:

Julia O. Strow, Vice President - Regulatory and Industry Relations
320 Interstate North Parkway
Atlanta, Georgia 30339

SECTION 1 - DEFINITIONS

Authorized User - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this tariff.

Business Service - A switched network service that provides for dial station communications that is described as a business or commercial rate.

Business Customer - A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Commission – Public Utilities Commission of Ohio

Company - Used throughout this tariff to refer to Cbeyond Communications, LLC, unless otherwise clearly indicated by the context.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Holidays - Holidays observed by the Company as specified in this tariff.

LATA - Means the local access and transport area as defined in *Embarq States v American Telephone and Telegraph Co.*, 569 F. Supp. 990 (D.D.C. 1983).

Off-Net – Customers or locations where the Company provides local service using SBC switching facilities via UNE-P or resale.

On-Net – Customers or locations within the Company's collocation footprint where the Company provides local service using its own switching facilities or switching facilities leased from a third-party other than SBC.

Switched Access - A method for reaching the Company through the local switched network whereby the End User uses standard business local lines.

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with the provision of an access line and usage within a local calling area for the transmission of high quality, 2-way interactive switched voice or data communications between points within the State of Ohio.

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

2.1.2 Shortage of Equipment or Facilities

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

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

- (A) Business Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Business Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Business Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Business Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (Cont'd.)

- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Ohio regardless of its choice of laws provision.
- (F) No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or any state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the company's employees.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (E) Explosive Atmosphere. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- (I) No third party provider or their directors, officers or employees that are directly or indirectly associated with the Company's performance of our services shall be liable to the Customer for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages arising out of a service failure.
- (J) Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

The Company will perform adequate scheduling so as to provide service to a customer at a mutually agreed upon time. On a monthly basis, 90% of the commitments to customers with respect to the date of installation of primary basic local exchange service shall be met. The Company will take corrective action if the rate of met commitments falls below 90% for 3 consecutive months. Customer-caused delay or customer-missed appointments will not be figured into the rate of met commitments.

Calls requesting local directory assistance shall be answered within 10 seconds. The Company will take corrective action if its average answer time per month for local directory assistance calls is more than 10 seconds for 3 consecutive months.

The Company will maintain service so that the average monthly rate of initial customer trouble reports in any wire center area is not more than 6 per 100 access lines per month, exclusive of all of the following: (a) Reports concerning interexchange calls. (b) Trouble found in equipment that is not the provider's. (c) Nonregulated customer premises equipment or inside wiring. For the purpose of administering this rule, each party line customer shall be considered to have 1 local access line. Multiple trouble reports that are attributable to a common cause or defect shall not be aggregated. Rather, a separate report shall be counted for each customer line reported in trouble. A provider shall take corrective action if a customer trouble report rate is more than 6 per 100 access lines per month in a wire center area for 3 consecutive months.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.7 Non-Routine Installation

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

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Special Construction

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

- (A) where facilities are not presently available, 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) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

2.1.9 Ownership of Facilities

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

SECTION 2 - REGULATIONS (CONT'D.)

2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require business applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Michigan Public Service Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Business Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall comply with all applicable federal and state legal and regulatory requirements; and all User-provided wiring shall be installed and maintained in compliance with all such legal and regulatory requirements.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined below:

"End User means any customer of an interstate or foreign telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller."

SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

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

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements

All telephone companies are subject to the Public Utilities Commission of Ohio's rules for minimum telephone service standards ("MTSS") found in Chapter 4901:1-5 of the Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under the MTSS and that these safeguards can be found in the appendix to rule 4901:1-5-03 of the Ohio Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

2.5.1 Nondiscriminatory Service

The Company will not discriminate against nor penalize a customer for exercising a right granted under this section or under applicable law. The Company will provide all services described under this tariff in compliance with the following:

- (A) The Company will not make a statement or representation, including an omission of material information, regarding the rates, terms, or conditions of providing a basic local exchange service that is false, misleading, or deceptive.
- (B) The Company will not charge a customer for a subscribed service for which the customer did not make an initial affirmative order. Failure to refuse an offered or proposed service is not an affirmative order for the service.
- (C) If a customer cancels a service, the Company will not charge the customer for service provided after the effective date that the service was canceled.
- (D) The Company will not state to a customer that basic local exchange service will be shut off unless the customer pays an amount that is due in whole or in part for an unregulated service.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Payment for Service

(A) Facilities and Service Charges

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

(B) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

(C) SpeedPay

If the Customer's account is delinquent or when the Customer calls the Company's business office to make payment arrangement, the Customer will be given the option to pay via electronic payment system, SpeedPay. The Customer electing SpeedPay will be notified in advance of an additional SpeedPay processing fee of \$5.00. The Customer whose service has been disconnected may reestablish service using SpeedPay and will be assessed the \$5.00 SpeedPay processing fee.

2.5.3 Billing and Collection of Charges

(A) The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly.

(B) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.

(C) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Billing and Collection of Charges (Cont'd.)

- (D) The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise mutually agreed under contract. When a service is discontinued prior to the expiration of the minimum period, non-usage related charges for the entire minimum period are applicable, whether the service is used or not.
- (E) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (F) If service is disconnected by the Company in accordance with Section 2.5.6 and later restored, restoration of service will be subject to all applicable restoration and installation charges.
- (G) The date of rendition of the Company's bill for basic local exchange service shall be the date of physical mailing of the bill by the Company. If the last calendar day for remittance falls upon a Sunday, legal holiday, or any other day when the offices of the provider regularly used for the receipt of payment of customer bills are not open to the general public, then the final payment date shall be extended through the next business day. The date of payment of remittance by mail is 2 days before receipt of the remittance.
- (H) If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of \$5.00 or 1.5% per month shall be due to the Company. Late payment charges will be applied without discrimination.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.4 Deposits

- A. The Company may require an applicant to establish creditworthiness prior to the provision of service. In evaluation credit worthiness, the Company may rely on information obtained from credit reporting bureaus.
- B. The Company reserves the right to require a deposit to be held as a guarantee for the payment of charges in accordance with Ohio Administrative Code Chapter 4901:1-5 and Rule 4901:1-17-05. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus 30% of the Customer's estimated monthly average total charge for all regulated local service.
- C. Deposits held 180 days or more will accrue interest at the rate prescribed by the Commission. Interest will be either paid to the Customer when its deposit is refunded or deducted from the Customer's final bill for service.

2.5.5 Disputed Bills

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

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.6 Cancellation of Application for Service

- (A) When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses have incurred, a charge equal to the costs incurred by the Company, 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 commenced.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, maintenance, taxes, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

SECTION 2 - REGULATIONS (CONT'D.)

2.6 Use of Customer's Service by Others

2.6.1 Joint Use Arrangements

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

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.3.

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

- (A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) all Recurring Charges specified in the applicable Service Order Tariff incurred prior to disconnection, cancellation or termination; minus
- (D) a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.
- (E) Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

SECTION 2 - REGULATIONS (CONT'D.)

2.7 Transfers and Assignments

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

- (A) to any subsidiary, parent company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

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

SECTION 2 - REGULATIONS (CONT'D.)

2.9 Presubscription Procedures

2.9.1 Description

- A. New Customers will be asked to select an intraLATA and/or interLATA toll carrier(s) at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for presubscription service. The selected carrier(s) will confirm their respective Customer's verbal selection by third-party verification or return written confirmation notices. All new Customers' initial requests for intraLATA and/or interLATA toll service presubscription shall be provided free of charge.
- B. If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 30 calendar days in which to inform the Company of an intraLATA and/or interLATA toll carrier presubscription selection free of charge. Until the Customer informs the Company of his/her choice for toll carrier(s), the Customer will not have a presubscribed toll carrier, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll presubscription within the 30-day period will not be assessed a service charge for the initial Customer request.
- C. Customers of record may initiate a presubscription change at any time subject to the charges specified below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available carriers to aid the Customer in selection.

SECTION 2 - REGULATIONS (CONT'D.)

2.9 Presubscription Procedures (Cont'd.)

2.9.1 Description (Cont'd.)

D. Application of Charges

After a Customer's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply.

1. The charge shall be no greater than those set forth below, unless modified by a Company-specific Commission-approved tariff.
2. If the Customer changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

E. Nonrecurring Charges IntraLATA Presubscription Change Charge

The IntraLATA Presubscription Change Charge shall be applied as follows:

Per business:

--	Manual Process	\$5.50
--	Electronic Process	\$1.25

If a subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change.

SECTION 3 - SERVICE OFFERINGS

3.1 Local Exchange Service Offerings

3.1.1 Directory Assistance Service

Directory Assistance Service provides the Customer with the ability to use a directory assistance operator to provide listing information. The Company will provide access to Directory Assistance Service through arrangements with other telecommunications companies. A maximum of two (2) telephone numbers per Customer may be requested per Call.

3.1.2 Directory Assistance Call Completion ("DACC") Service

DACC service provides the Customer with the ability to use the directory assistance operator to connect the Customer with the party whose listing information the directory assistance operator has provided to the Customer. The DACC charge is in addition to the per Call charges for Directory Assistance set forth above.

3.1.3 Operator Services

Operator Services involve live or automated operator assistance with the placement of Customers' telephone Calls and related information. The Company will provide access to Operator Services through arrangements with other telecommunications companies.

SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

3.2 Miscellaneous Service Charges

3.2.1 Order Change

An Order Change is a change in the Customer's service requested subsequent to installation.

3.2.2 Telephone Number Change

A Telephone Number Change is a change in the Customer's telephone number.

3.2.3 Insufficient Funds

A charge will be assessed for any check or other form or 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.

Maximum Rate: \$45.00

SECTION 3 - SERVICE OFFERINGS (CONT'D.)

3.2 Miscellaneous Service Charges (Cont'd)

3.2.6 Service Premise Visit

Service Visit charges occur when the Customer has requested a service visit to the Customer premise.

3.2.7 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, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays, and/or night hours, additional charges may apply.

3.2.8 Missed Appointment

When the Company and the Customer have agreed to an installation date and time, and the Customer is not available at the premises to allow for installation of service at the appointed time, a Missed Appointment Charge will apply. Customers may not cancel or change installation dates or times on less than 48 hours notice to the Company unless otherwise agreed to by the Company.

SECTION 4 – MISCELLANEOUS SERVICES

4.1 Emergency Services

Allows Customers to reach appropriate emergency services including police, fire and medical services. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling. If 911 Service is not available in an area, the Company shall make arrangements for the Customer to reach the appropriate emergency services through dialing "0".

4.1.1 E911 Service Surcharge

All Customers will be assessed a per line surcharge to support local E911 Service Programs. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will reflect the assessment paid by the Company to the applicable County, and may vary from time to time.

4.2 Individual Contract Basis (ICB)

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

Upon completion of any contractual arrangements entered into under this section, the Company will file additional tariff sheets as an amendment to this tariff summarizing the services, rates, terms, conditions, and duration of the contract, and will make the contract itself available to the Commission upon the Commission's request. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under law.

SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)

4.3 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Promotions will be filed as separate tariff sheets under this section 4.11.

All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designated, provide for its conclusion upon the occurrence of a promotion-related event that is reasonably certain to occur, although the timing may not be certain.

All promotions shall be made available to other carriers for resale, and shall be priced, in conjunction with the entire service offering as a whole, above the Company's total service long run incremental cost.

Promotions will be implemented with at least one day's notice prior to the effective date of each promotion.

SECTION 5- SERVICE AREAS

5.1 Local Calling Areas

The Company hereby mirrors the Map and Legal Description tariffs of the exchanges, by Incumbent Local Exchange Carrier, listed below to identify its service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the Commission for approval.

<u>Exchange Area Served</u>	<u>Exchanges in Local Calling Area</u>	
5.1.1 Akron	<u>Ameritech</u>	<u>Other ICO's</u>
	Atwater	Aurora-Windstream
	Bedford	Avon-Century
	Berea	Avon Lake-Century
	Brecksville	Bainbridge-Windstream
	Burton	Brunswick-Verizon
	Chagrin Falls	Columbia Station-Windstream
	Chesterland	Doylestown-Doylestown
	Cleveland	Elyria-Windstream
	Gates Mills	Grafton-Verizon
	Greensburg	Hinckley-Windstream
	Hartville	Hudson-Windstream
	Hillcrest	Montrose-Verizon
	Independence	North Eaton-Verizon
	Kent	Northfield-Windstream
	Leroy	Newbury-Verizon
	Manchester	Peninsula-Windstream
	Mogadore	Perry-Windstream
	Montrose	Richfield-Windstream
	North Canton	Rittman-Sprint
	North Royalton	Russell-Windstream
	Olmsted Falls	Sharon Center-Verizon
	Ravenna	Twinsburg-Windstream
	Rootstown	Valley City-Verizon
	Strongsville	Wadsworth-Verizon
	Terrace	
	Trinity	
	Uniontown	
	Victory	
	Wickliffe	
	Willoughby	

SECTION 5 - SERVICE AREAS (CONT'D.)

5.2 Local Calling Areas (Cont'd.)

5.1.2	Alton	Columbus Met. London	Cheshire Center Pataskala-Embarq Rathbone-Verizon Sunbury-Embarq
5.1.3	Bedford	Cleveland Met. Chesterland	Aurora-Windstream Bainbridge-Windstream Brunswick-Verizon Columbia Sta.-Windstream Hinckley-Windstream Northfield-Windstream Richfield-Windstream Russell-Windstream Twinsburg-Windstream
5.1.4	Berea	Cleveland Met. Chesterland	Aurora-Windstream Bainbridge-Windstream Brunswick – Verizon Columbia Sta.-Windstream Elyria-Windstream Hinckley-Windstream North Eaton-Verizon Northfield-Windstream Richfield-Windstream Russell-Windstream Twinsburg-Windstream
5.1.5.	Brecksville	Cleveland Met. Chesterland	Aurora-Windstream Bainbridge-Windstream Brunswick – Verizon Columbia Sta.-Windstream Hinckley-Windstream Northfield-Windstream Richfield-Windstream Russell-Windstream Twinsburg-Windstream

SECTION 5 - SERVICE AREAS (CONT'D.)

5.1 Local Calling Areas (Cont'd.)

5.1.6	Canal Winchester	Columbus Met.	Amanda-Verizon
		Carroll	Baltimore-Verizon
		Lancaster	Cheshire Center-Verizon
			Pataskala-Embarq
			Rathbone-Verizon
			Sunbury-Embarq
5.1.7	Chagrin Falls	Burton	Aurora-Windstream
		Cleveland Met	Bainbridge-Windstream
		Chesterland	Brunswick – Verizon
			Columbia Sta.-Windstream
			Hinckley-Windstream
			Newbury-Windstream
			Northfield-Windstream
			Richfield-Windstream
			Russell-Windstream
			Twinsburg-Windstream
5.1.8	Cleveland	Burton*	Aurora-Windstream
		Cleveland Met	Bainbridge-Windstream
		Chesterland	Brunswick – Verizon
		Leroy*	Columbia Sta.-Windstream
			East Claridon-Windstream
			Elyria-Windstream
			Grafton-Verizon*
			Hinckley-Windstream
			Montville-Windstream
			Newbury-Windstream
			North Eaton-Verizon*
			Northfield-Windstream
			Perry-Windstream
			Richfield-Windstream
			Russell-Windstream
			Twinsburg-Windstream
			Valley City-Verizon*

SECTION 5 - SERVICE AREAS (CONT'D.)

5.1 Local Calling Areas (Cont'd.)

5.1.9	Columbus	Carroll*	Ashville-Verizon*
		Columbus Met	Baltimore-Verizon*
		London*	Cheshire Center-Verizon*
			Delaware-Verizon*
			Johnstown-Embarq
			Kilbourne-Verizon
			Mt. Sterling-Embarq*
			Pataskala-Embarq
			Rathbone-Verizon
			Sunbury-Embarq
			Granville-Windstream
5.1.10	Dublin	Columbus Met	Cheshire Center-Verizon
			Delaware-Verizon
			Pataskala-Embarq
			Plain City-Verizon
			Rathbone-Verizon
			Sunbury-Embarq
5.1.11	Gahanna	Columbus Met	Cheshire Center-Verizon
			Johnstown-Embarq
			Pataskala-Embarq
			Rathbone-Verizon
			Sunbury-Embarq

SECTION 5 - SERVICE AREAS (CONT'D.)

5.1 Local Calling Areas (Cont'd.)

5.1.12	Gates Mills	Cleveland Met	Aurora-Windstream
		Chesterland	Bainbridge-Windstream
		Kirtland	Brunswick-Verizon
		Mentor	Columbia Sta.-Windstream
			East Clairdon-Windstream
			Hinckley-Windstream
			Northfield-Windstream
			Richfield-Windstream
			Russell-Windstream
			Twinsburg-Windstream
5.1.13	Grove City	Columbus Met.	Cheshire Center-Verizon
			Mt. Sterling-Embarq
			Pataskala-Embarq
			Rathbone-Verizon
			Sunbury-Embarq
5.1.14	Groveport	Columbus Met.	Cheshire Center-Verizon
			Pataskala-Embarq
			Rathbone-Verizon
			Sunbury-Embarq
5.1.15	Hillcrest	Cleveland Met.	Aurora-Windstream
		Chesterland	Bainbridge-Windstream
		Kirtland	Brunswick-Verizon
			Columbia Sta.-Windstream
			East Clairdon-Windstream
			Hinckley-Windstream
			Northfield-Windstream
			Richfield-Windstream
			Russell-Windstream
			Twinsburg-Windstream
5.1.16	Hilliard	Columbus Met.	Cheshire Center-Verizon
			Pataskala-Embarq
			Plain City-Verizon
			Rathbone-Verizon
			Sunbury-Embarq

SECTION 5 - SERVICE AREAS (CONT'D.)

5.1 Local Calling Areas (Cont'd.)

5.1.17	Independence	Cleveland Met.	Aurora-Windstream
		Chesterland	Bainbridge-Windstream Brunswick-Verizon Columbia Sta.-Windstream Hinckley-Windstream Northfield-Windstream Richfield-Windstream Russell-Windstream Twinsburg-Windstream
5.1.18	Lockbourne	Columbus Met.	Ashville-Verizon Cheshire Center-Verizon Pataskala-Embarq Rathbone-Verizon Sunbury-Embarq
5.1.19	Montrose	Cleveland Met.	Aurora-Windstream
		Chesterland	Bainbridge-Windstream Brunswick-Verizon Columbia Sta.-Windstream Hinckley-Windstream Northfield-Windstream Richfield-Windstream Russell-Windstream Twinsburg-Windstream
5.1.20	New Albany	Columbus Met.	Cheshire Center-Verizon Johnstown-Embarq Pataskala-Embarq Rathbone-Verizon Sunbury-Embarq

SECTION 5 - SERVICE AREAS (CONT'D.)

5.1 Local Calling Areas (Cont'd.)

- 5.1.21 North Royalton Cleveland Met. Aurora-Windstream
Chesterland Bainbridge-Windstream
Brunswick-Verizon
Columbia Sta.-Windstream
Hinckley-Windstream
Northfield-Windstream
Richfield-Windstream
Russell-Windstream
Twinsburg-Windstream
- 5.1.22 Olmsted Falls Cleveland Met. Aurora-Windstream
Chesterland Bainbridge-Windstream
Brunswick-Verizon
Columbia Sta.-Windstream
Elyria-Windstream
Hinckley-Windstream
North Eaton-Verizon
Northfield-Windstream
Richfield-Windstream
Russell-Windstream
Twinsburg-Windstream
- 5.1.23 Reynoldsburg Columbus Met. Baltimore-Verizon
Cheshire Center-Verizon
Pataskala-Embarq
Rathbone-Verizon
Sunbury-Embarq
- 5.1.24 Strongsville Cleveland Met. Aurora-Windstream
Chesterland Bainbridge-Windstream
Brunswick-Verizon
Columbia Sta.-Windstream
Hinckley-Windstream
Northfield-Windstream
Richfield-Windstream
Russell-Windstream
Twinsburg-Windstream

SECTION 5 - SERVICE AREAS (CONT'D.)

5.1 Local Calling Areas (Cont'd.)

5.1.25	Terrace	Cleveland Met. Burton Chesterland Kirtland	Aurora-Windstream Bainbridge-Windstream Brunswick-Verizon Columbia Sta.-Windstream Hinckley-Windstream Northfield-Windstream Richfield-Windstream Russell-Windstream Twinsburg-Windstream
5.1.26	Trinity	Cleveland Met. Chesterland	Aurora-Windstream Bainbridge-Windstream Brunswick-Verizon Columbia Sta.-Windstream Hinckley-Windstream Northfield-Windstream Richfield-Windstream Russell-Windstream Twinsburg-Windstream
5.1.27	Victory	Cleveland Met. Chesterland	Aurora-Windstream Bainbridge-Windstream Brunswick-Verizon Columbia Sta.-Windstream Elyria-Windstream Hinckley-Windstream North Eaton-Verizon Northfield-Windstream Richfield-Windstream Russell-Windstream Twinsburg-Windstream
5.1.28	Westerville	Columbus Met.	Cheshire Center-Verizon Delaware-Verizon Johnstown-Embarq Pataskala-Embarq Rathbone-Verizon Sunbury-Embarq

SECTION 5 - SERVICE AREAS (CONT'D.)

5.1 Local Calling Areas (Cont'd.)

5.1.29 Wickliffe	Cleveland Met.	Aurora-Windstream
	Chesterland	Bainbridge-Windstream
	Kirtland	Brunswick-Verizon
5.1.30 Willoughby	Mentor	Columbia Sta.-Windstream
		Hinckley-Windstream
		Northfield-Windstream
		Richfield-Windstream
		Russell-Windstream
		Twinsburg-Windstream
5.1.31 Worthington	Cleveland Met.	Aurora-Windstream
	Chesterland	Bainbridge-Windstream
	Kirkland	Brunswick-Verizon
	Leroy	Columbia Sta.-Windstream
		Hinckley-Windstream
	Mentor	Northfield-Windstream
	Painesville	Richfield-Windstream
		Russell-Windstream
		Twinsburg-Windstream
	Columbus Met.	Cheshire Center-Verizon
		Delaware-Verizon
		Pataskala-Embarq
		Rathbone-Verizon
		Sunbury-Embarq

PRICE LIST

1 Local Exchange Service Offerings

1.1 911 Emergency Services

Customers may be assessed a recurring monthly line item fee to compensate the County 911 Public Safety Board for the provision of 911 services. This fee may vary, depending on the vicinity in which the Customer is located. Where applicable, the Company will remit this fee to the appropriate 911 authority.

2 Miscellaneous Service Charges

2.1 Order Change

Per change: \$50.00

2.2 Telephone Number Change

Per change: \$50.00

2.3 Insufficient Funds Charge

Per returned item: \$25.00

2.5 Service Premise Visit

Per hour: \$100.00

2.6 Missed Appointment Charge

Per occurrence: \$100.00

Revised Tariff Pages

There are no proposed revised tariff pages as all of Cbeyond Communications, LLC's services are detariffed.

Narrative of Tariff Change

Cbeyond Communications, LLC's PUCO No. 1 is being withdrawn as all of its services have been detariffed in accordance with Case No. 10-1010-TP-ORD.

Customer Notice and Affidavit

No customer notice is required because Cbeyond Communications, LLC has no subscribing customers in the state of Ohio.

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 11-5107-TP-ATA

Summary: Application to Detariff Services electronically filed by Teresa Orahod on behalf of
CBEYOND COMMUNICATIONS LLC