



**Via E-FILE**

October 19, 2011

Ms. Renee' Jenkins, Director of Administration  
Public Utilities Commission of Ohio  
180 East Broad Street, 13th Floor  
Columbus, OH 43215-0573

Re: CenturyTel Solutions, LLC d/b/a CenturyLink Solutions  
Case No. 90-9330-TP-TRF  
Case No. 11-5162-TP-ATA

Dear Ms. Jenkins:

Enclosed for filing is CenturyTel Solutions, LLC d/b/a CenturyLink Solutions filing to establish a tariff which is for BLES services and any other tariffed services as required in accordance with the Commission's January 19, 2011 Entry in Case No. 10-1010-TP-ORD and to address Staff's recommendations.

If you have any questions regarding this filing, please call me or Gary Baki at (614) 220-8629.

Sincerely,

/s/ Debra A. Levy

Debra A. Levy

Enclosures

cc: Gary Baki

OH 11-02a

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**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 CenturyTel Solutions, )  
 LLC d/b/a CenturyLink Solutions to Detariff Services and )  
 make other changes related to the Implementation of Case No. )  
 10-1010-TP-ORD and Staff's recommendations. )

TRF Docket No. 90-9330-TP-TRF

Case No. 11 - 5162 -TP- ATA

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

Name of Registrant(s) CenturyTel Solutions, LLC d/b/a CenturyLink Solutions

DBA(s) of Registrant(s) CenturyLink Solutions

Address of Registrant(s) 100 CenturyLink Drive, Monroe, LA 71203

Company Web Address http://about.centurylink.com/tariffs/

Regulatory Contact Person(s) Gary Baki

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Fax 614-224-3902

Regulatory Contact Person's Email Address gary.s.baki@centurylink.com

Contact Person for Annual Report Ken Buchan

Phone 318-362-1538

Address (if different from above)

Consumer Contact Information Donna Powell

Phone 866-883-7206

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.

| <b>Carrier Type</b>  | <input type="checkbox"/> ILEC | <input type="checkbox"/> CLEC       | <input type="checkbox"/> CTS |
|--|-------------------------------|-------------------------------------|------------------------------|
| Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services | <input type="checkbox"/>      | <input checked="" 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 type="checkbox"/>            | Exhibit D      | One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07  |
| <input 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.

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#### AFFIDAVIT

##### *Compliance with Commission Rules*

I am an officer/agent of the applicant corporation, CenturyLink Solutions, and am authorized to make this statement on its behalf.

(Name) Debra A. Levy

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) October 19, 2011 at (Location) Overland Park, Kansas

\*(Signature and Title) /s/ Debra Levy, Tariff Analyst (Date) 10-19-11

- *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.*

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#### VERIFICATION

I, Debra A. Levy 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.

\*(Signature and Title) /s/ Debra A. Levy, Tariff Analyst

(Date) October 19, 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***

CENTURYTEL SOLUTIONS, LLC d/b/a CENTURYLINK SOLUTIONS

(C)

REGULATIONS AND SCHEDULES FOR LOCAL EXCHANGE  
SERVICE

APPLYING TO END USER COMMUNICATIONS

WITHIN THE STATE OF OHIO

This tariff applies to the Competitive Tier 1 Local Exchange Services furnished by CenturyTel Solutions, LLC ("Company") between one or more points in the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business, 100 Century Park Drive, Monroe, LA 71203

(C)

Business Tier 2 Services and Interexchange Services and Rates have been detariffed by the Public Utilities Commission and can now be found in the Company's Price List at [www.centurytel.com](http://www.centurytel.com).

Tariff No. 90-9330-TP-TRF

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ISSUED: September 21, 2009

EFFECTIVE: October 19, 2009

Issued under authority of the Public Utilities Commission of Ohio

In Case No. 06-615-TP-ACE

Chantel Mosby,  
Director – Tariffs  
Monroe, Louisiana

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TABLE OF CONTENTS

|   | <u>Page</u> |
|---|-------------|
| TABLE OF CONTENTS .....   | 1           |
| EXPLANATION OF SYMBOLS .....                                      | 5           |
| DEFINITIONS .....   | 6           |
| SECTION 1 - APPLICATION OF TARIFF .....                           | 13          |
| SECTION 2 - GENERAL RULES AND REGULATIONS .....                   | 14          |
| 2.1 Use of Facilities and Service .....                           | 14          |
| 2.2 Payment for Services Rendered .....                           | 25          |
| 2.3 Access to Customer's Premises .....                           | 30          |
| 2.4 Telephone Surcharges/Taxes .....                              | 30          |
| 2.5 Disconnection of Service .....                                | 31          |
| 2.6 Additional Provisions Applicable To Business Customers .....  | 38          |
| 2.7 Allowances for Interruptions in Service .....                 | 40          |
| 2.8 Transfer and Assignments .....                                | 45          |
| 2.9 Notices and Communications .....                              | 45          |
| 2.10 Customer Liability for Unauthorized Use of the Network ..... | 46          |
| 2.11 Special Conditions Governing Operator Service .....          | 48          |

---

TABLE OF CONTENTS (Cont'd)

|   | <u>Page</u> |
|---|-------------|
| SECTION 3 – APPLICATION OF RATES .....                | 50          |
| 3.1 Introduction .....                                | 50          |
| 3.2 Charges Based on Duration of Use .....            | 50          |
| 3.3 Rates Based Upon Distance .....                   | 51          |
| 3.4 Minimum Call Completion .....                     | 52          |
| SECTION 4 – EXCHANGE ACCESS SERVICE .....             | 53          |
| 4.1 General .....                                     | 53          |
| 4.2 Basic Line Service.....                           | 55          |
| 4.3 Custom Local Area Signaling Service (CLASS) ..... | 56          |
| SECTION 5 – EXCHANGE ACCESS OPTIONAL FEATURES .....   | 58          |
| 5.1 Directory Listings .....                          | 58          |
| SECTION 6 – LOCAL CALLING SERVICE .....               | 59          |
| 6.1 Description .....                                 | 59          |
| 6.2 Rates .....                                       | 61          |

---

TABLE OF CONTENTS (Cont'd)

|  | <u>Page</u>        |
|--|--------------------|
| SECTION 7 – INTRALATA CALLING SERVICE .....          | 63                 |
| 7.1 IntraLATA Toll Presubscription .....             | 63                 |
| SECTION 8 - MISCELLANEOUS .....                      | 64                 |
| 8.1 Service Implementation Charge.....               | 64                 |
| 8.2 Custom Calling Service.....                      | 65                 |
| 8.3 Payphone Service Provider Telephone .....        | 65                 |
| 8.4 Service Connection Assistance .....              | 66                 |
| SECTION 9 - SPECIAL ARRANGEMENTS .....               | 68                 |
| 9.1 Special Construction .....                       | 68                 |
| 9.2 Non-Routine Installation and/or Maintenance..... | 71                 |
| 9.3 Individual Case Basis (ICB) Arrangements.....    | 71                 |
| 9.4 Temporary Promotional Programs.....              | 71                 |
| SECTION 10 – INTEREXCHANGE SERVICE .....             | 72                 |
| 10.1 Toll Blocking Policy .....                      | 72                 |
| PRICE LIST .....                                     | <u>Page</u><br>1-7 |

EXPLANATION OF SYMBOLS

A revision of a Tariff Page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the Page, are used to signify:

- C - Change in Regulation
- D - Discontinued rate or regulation
- I - Increased rate
- M - Moved from another tariff location
- N - New rate or regulation
- R - Reduction in a rate or charge
- T - Changed in text but no change in rate or regulation



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### DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding: Allows an incoming call to be sent elsewhere.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the Customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the Customer's telephone system.

DEFINITIONS (Cont'd)

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When a station line user or the attendant activates this feature, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

DEFINITIONS (Cont'd)

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a Customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Central Office: A local telephone company switching system where telephone exchange service customer loops are terminated for purposes of interconnection to each other and to trunks.

Collocation Point: Central Offices where CenturyTel Solutions has installed equipment and connected to the Incumbent Local Exchange Carrier (ILEC) network so that CenturyTel Solutions can connect to end-user Customers served out of the particular Central Office via leased unbundled network element loops (UNE loops).

Communication Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company or CenturyTel Solutions: CenturyTel Solutions, LLC, the issuer of this tariff.

Conference: Dependent upon the service, allows customers to add limited number of parties to a call.

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DEFINITIONS (Cont'd)

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations. Customers are classified according to 1) the categories listed below; and for all categories of customers except OnNet Customers and Resold-Only Customers, 2) the Collocation Points listed above for services provided under this tariff. A line is defined as a voice or digital circuit with transmission capacity up to 64KB per second.

1-2 Line UNE Customers - Customers who subscribe to a total of one to two lines of voice and/or data services serviced via DSO (64KB analog loop) and/or DS1 (1.544 MB digital loop) UNE(s).

3 - 4 Line UNE Customers - Customers who subscribe to a total of three to four lines of voice and/or data services served via DSO and/or DS1 UNEs.

5 - 9 Line UNE Customers - Customers who subscribe to a total of five to nine lines of voice and/or data services served via DSO and/or DS1 UNEs.

10 - 16 Line UNE Customers - Customers who subscribe to a total of 10 to 16 lines of voice and/or data services served via DSO and/or DS1 UNEs.

17 - 23 Line UNE Customers - Customers who subscribe to a total of 17 to 23 lines of voice and/or data services served via DSO and/or DS1 UNEs.

24 - 50 Line UNE Customers - Customers who subscribe to a total of 24 to 50 lines of voice and/or data services served via DSO and/or DS1 UNEs.

50+ Line UNE Customers - Customers who subscribe to a total of 50 or more lines of voice and/or data services served via DSO and/or DS1 UNEs.

OnNet Customers - Customers who are, or will be, serviced by CenturyTel Solutions through a direct connection to CenturyTel Solutions' fiber network via a fiber loop or fiber lateral into the Customer's premise.

Resold-Only Customers - Customers who are, or will be, serviced by CenturyTel Solutions exclusively through the resale of other carriers' retail services delivered through other carriers' facilities.

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DEFINITIONS (Cont'd)

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service that provides for simultaneous transmission in both directions.

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.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and mutes incoming calls to a designated answer point.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by CenturyTel Solutions and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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DEFINITIONS (Cont'd)

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport 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; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No.4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, that 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 that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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DEFINITIONS (Cont'd)

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Customer-changeable.

Standalone Switched Long Distance Service Customer: Refers to Customers who do not subscribe to the Company's local exchange service and whose local telephone lines are presubscribed by the local exchange company to the Company's long distance service, such that "1 + interLATA" calls are automatically routed to the Company's network.

Standalone Switched Toll Free Service Customer: Refers to Customers who do not subscribe to the Company's local exchange service but do subscribe to the Company's Toll Free Service which permits calls to be completed to the Customer's location without charge to the calling party.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Three Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

Section 1 - APPLICATION OF TARIFF

1.1 APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate, local exchange and interexchange telecommunications services provided by CenturyTel Solutions, LLC hereinafter referred to as the Company to Customers within the State of Ohio.

1.1.1 Service Territory

CenturyTel Solutions, LLC will provide service to customers located in the service areas of AT&T Ohio, Cincinnati Bell Telephone Company, United Telephone Company of Ohio d/b/a Sprint and Verizon North Inc.

1.1.2 Availability

Service is available where facilities permit.



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## Section 2 - GENERAL RULES AND REGULATIONS

### 2.1 USE OF FACILITIES AND SERVICE

#### 2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Ohio.

- 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.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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## Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

### 2.1 USE OF FACILITIES AND SERVICE (Cont'd)

#### 2.1.1 Obligation of the Company (Cont'd)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

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.

#### 2.1.2 Customer Rights and Responsibilities

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

#### 2.1.3 Limitations on Liability

2.1.3.1 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 this tariff. 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.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Limitations on Liability (Cont'd)

2.1.3.2 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 request of the United States Government, or of any other government, including 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.

2.1.3.3 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.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.1 USE OF FACILITIES AND SERVICE (Cont'd)

## 2.1.3 Limitations on Liability (Cont'd)

2.1.3.4 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 Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.1.3.5 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.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Limitations on Liability (Cont'd)

2.1.3.6 The Company is not liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- (c) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- (d) Any act or omission in connection with the provision of 911, E911 or similar services;
- (e) Any non completion of calls due to network busy conditions.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Limitations on Liability (Cont'd)

2.1.3.7 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.

- (a) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- (b) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Limitations on Liability (Cont'd)

2.1.3.7 (Cont'd)

- (c) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

2.1.3.8 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.1.3.9 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.3.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.3.11 Approval of the above tariff 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 court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.



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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.4 Use of Service

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.

2.1.5 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, reasonable wear and tear accepted. 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.

2.1.6 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.6 Directory Errors (Cont'd)

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

1. Pursuant to Ohio Administrative Code Rule 4901:1-5-16(F), the Company shall issue the customer a credit for the equivalent of not less than three months' regulated local service charges. The credit shall not apply in cases where the customer provided the information after the deadline for directory publication.
2. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
3. Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of two business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex-type attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.6 Directory Errors (Cont'd)

4. Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic regulated monthly rate.
5. Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
6. Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 PAYMENT FOR SERVICES RENDERED

2.2.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.2.2 Deposits

The Company may require a security deposit. The deposit requested will be held as a guarantee for the payment of charges. The deposit will not exceed an amount equal to:

Two (2) month's projected billing for a service or facility. The estimated average billing will not include long distance charge from other non-affiliated service providers. The deposit related to basic local telecommunications service and long distance service shall be separately identified.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.2.2 Deposits (Cont'd)

a. Interest on Deposits

The Company agrees to abide by the regulations associated with Customer deposits 05. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

The Company shall pay interest on cash deposits at no less than three (3) percent per annum.

If a refund or credit of the deposit is made within one hundred eighty (180) days of receipt of the deposit, no interest payment shall be made.

The deposit shall cease to draw interest on the date it is returned or credited to the customer's account.

b. Inadequate Deposit

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.

c. Return of Deposit

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 process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.2.3 Payment of Charges

Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If an objection results in a refund to the customer, such refund will be with interest at a rate of at least five percent (5%). Interest will accrue from the date when the customer's overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the Company receives the overpayment.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may contact the Public Utilities Commission of Ohio toll free at 180 East Broad Street, Columbus, Ohio 43215-3793 or by calling 1-800-686-7826 or 1-614-466-3292, or for TDD/TTY toll free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.2.4 Return Payment Charge

When a customer makes a payment to the Company in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to the Company unpaid.

Maximum Charge: \$50.00

2.2.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrearages.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of Ohio. These agencies are required to make payment in accordance with applicable state law.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.2.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill.

The total overcharge and accrued interest at the rate of at least five (5) percent per annum. The date when overpayment will be considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.



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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 ACCESS TO CUSTOMER'S PREMISES

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.

2.4 TELEPHONE SURCHARGES/TAXES

2.4.1 General

The customer is responsible for the payment of all state, local and E9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 DISCONNECTION OF SERVICE

2.5.1 Disconnection 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 disconnected for nonpayment, the customer will be charged a Reconnection Charge as well as any payment due and any applicable deposits upon reconnection.

The maximum rate of the Reconnection Charge is as follows:

|          |         |
|----------|---------|
| Maximum: | \$75.00 |
|----------|---------|

Toll service may be disconnected for nonpayment of toll service.

- a. Termination shall not be made until at least twenty (20) days after written notification has been mailed to the billing address of the customer.
- b. Suspension will not be made until at least seven (7) days from the postmark date after written notification has been mailed to the customer.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It 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, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.2 Exceptions to Disconnection

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. 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.

Telephone 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.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the 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, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the end of business on that day.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.4 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 the Customer's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company' employees, 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
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.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.4 Termination For Cause Other Than Nonpayment (Cont'd)

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. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.4 Termination For Cause Other Than Nonpayment (Cont'd)

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 telephone service.
2. In the event that telephone 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.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.4 Termination For Cause Other Than Nonpayment (Cont'd)

d. 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.

2.5.5 Emergency Termination of Service

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



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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.6.1 Application of Rates

- a. Business rates as described in this Tariff apply to service furnished:
  - 1. In office buildings, stores, factories and all other places of a business nature;
  - 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
  - 3. At any location when the listing or public advertising indicates a business or a profession;
  - 4. At any location where the service includes an extension, which is at a location where business rates apply unless, the extension is restricted to incoming calls;
  - 5. At any location where the customer resells or shares exchange service;
- b. Public Access Line service is classified as business service regardless of the location.
- c. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.6.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to the telephone numbers assigned to any customer.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.6.3 Deposits

Pursuant to Section 2.2.2 of this Tariff, deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.6.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

## 2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer; or the operation or malfunction of the facilities, power, or equipment provided by the Customer; or military action, war, insurrection, riot or strike; or cannot be repaired due to the Customer missing a repair appointment, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.7.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports or when the Company becomes aware of an interruption, a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
  - i. If interruption continues for less than 24 hours:
    - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
    - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.7.1 Credit for Interruptions (Cont'd)

c. (Cont'd)

ii. if interruption continues for more than:

- a) 24 hours but less than 48 hours the Company will credit the Customer the pro rata portion of the monthly charge(s) for all regulated local services rendered inoperative
- b) 48 hours but less than 72 hours the Company will credit the Customer one-third of one month's charges for any regulated local services rendered inoperative.
- c) More than 72 hours the Company will credit the Customer one month's charges for any regulated local services rendered inoperative.

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

The Company may be permitted by the Commission to obtain a grace period of an additional 48 hours in each exchange where otherwise a customer adjustment would accrue due to an extreme, unique or unforeseeable weather-related incident .

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.7.1 Credit for Interruptions (Cont'd)

d. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. Except as provided in Ohio Administrative Code, no allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the subscriber's local call allowance during a given billing period.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.7.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- c. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- d. interruptions of service due to circumstances or causes beyond the control of the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

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

2.9 NOTICES AND COMMUNICATIONS

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.

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.

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.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.



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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK

2.10.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this tariff.

2.10.2 Liability for Calling Card Fraud

- a. Unless otherwise determined by the Commission, the Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- b. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- c. The Customer must give the Company verbal notice followed by a written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.
- d. The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- e. The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK (Cont'd)

2.10.3 Liability for Credit Card Fraud and Other Unauthorized Use

- a. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.
- b. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- c. The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- d. The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.11 SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES

2.11.1 Obligations of the Company

In compliance with the Ohio Public Utilities Commission rules and regulations, when providing operator services, the Company will:

- a. Identify itself audibly, and distinctly, to the Customer at the beginning of each call before the Customer incurs any charges and also a second time prior to connecting the call before the Customer incurs any charges, otherwise referred to as double branding; and
- b. Inform the Customer, upon request, of the rates to be charged and explain the method of billing and collection used by the Company at no charge. In addition, explain the methods by which complaints concerning rates, charges, or collection practices will be resolved; and
- c. Permit the Customer to terminate the call at no charge before the call is connected; and
- d. Not bill for unanswered or incomplete telephone calls; and
- e. Not engage in call splashing (billing rates other than from the actual call origination) unless the Customer requests to be transferred to another provider of operator services, the Customer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the Customer then consents to be transferred; and

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.11 SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES (Cont'd)

2.11.1 Obligations of the Company (Cont'd)

- f. Withhold payment of any compensation to aggregators if the Company reasonably believes that the aggregator is engaging blocking 8XX, 950 or any other end user access to the end user's carrier of choice; and
- g. Upon receipt of any emergency telephone call, the Company shall immediately connect the call to the appropriate emergency service of the reported locations of the emergency, if known, and, if not known, of the originating location of the call.
- h. All 0- and 0+ IntraLATA calls are routed to the local exchange company.

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Ronald Johnson  
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100 Century Park Drive  
Monroe, LA 71203

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### Section 3 – APPLICATION OF RATES

#### 3.1 INTRODUCTION

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff

#### 3.2 CHARGES BASED ON DURATION OF USE

3.2.1 Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receive an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time.

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Section 3 – APPLICATION OF RATES (Cont'd)

## 3.3 RATES BASED UPON DISTANCE

3.3.1 Where charges for a service are specified based upon distance, the following rules apply:

- (A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the National Exchange Cant Association, Inc. Tariff FCC No.4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.
- (B) The airline distance between any two Rate Centers is determined as follows:
  - (1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the NECA tariff.
  - (2) Compute the difference between the "V"<sup>1</sup> coordinates of the two Rate Centers; and the difference between the two "H" coordinates.
  - (3) Square each difference obtained in step (2) above.
  - (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
  - (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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Section 3 – APPLICATION OF RATES (Cont'd)

3.3 RATES BASED UPON DISTANCE (Cont'd)

3.3.1 (Cont'd)

(6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

(7) FORMULA =

$$\frac{(V1-V2)^2 + (H1-H2)^2}{2}$$

3.4 MINIMUM CALL COMPLETION RATE

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99.5% during peak use periods for the Company services.

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#### Section 4 - EXCHANGE ACCESS SERVICE

##### 4.1 GENERAL

###### 4.1.1 Exchange Access Service

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- a. receive calls from other stations on the public switched telecommunications network;
- b. access other services offered by the Company as set forth in this tariff;
- c. access certain interstate and international calling services provided by the Company
- d. access (at no additional charge) the Company's operators and business office for service related assistance;
- e. access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- f. access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.



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Section 4 - EXCHANGE ACCESS SERVICE (Cont'd)

4.1 GENERAL (Cont'd)

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

The following Exchange Access Services are offered:

Basic Line Service\*

\*(1) Service to basic line customers with four or more access lines will receive tier 2 treatment for all access lines in accordance with rule 4901:1-6-05 of the Administrative Code.

Section 4 - EXCHANGE ACCESS SERVICE (Cont'd)4.2 BASIC LINE SERVICE<sup>(1)</sup>

Basic Line Service provides a Business Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line contains the standard features listed below.

Non-recurring and monthly recurring rates per Basic Line apply as follows:

|   | <u>Max</u> |
|---|------------|
| Basic Business Line Measured — Non Recurring Charge       |            |
| 1 <sup>st</sup> Line                                      | \$75.42    |
| 2 <sup>nd</sup> and 3 <sup>rd</sup> Line                  | \$75.42    |
| Basic Business Line Measured - . Monthly Recurring Charge |            |
| 1st Line  | \$40.73    |
| 2 <sup>nd</sup> and 3 <sup>rd</sup> Line                  | \$46.13    |
| Basic Business Line Message - Non Recurring Charge        |            |
| 1st Line  | \$75.42    |
| 2 <sup>nd</sup> and 3 <sup>rd</sup> Line                  | \$75.42    |
| Basic Business Line Message — Monthly Recurring Charge    |            |
| 1st Line  | \$34.31    |
| 2 <sup>nd</sup> and 3 <sup>rd</sup> Line                  | \$38.75    |
| Basic Business Line Flat — Non Recurring Charge           |            |
| 1st Line  | \$75.00    |
| 2 <sup>nd</sup> and 3 <sup>rd</sup> Line                  | \$75.00    |
| Basic Business Line Flat — Monthly Recurring Charge       |            |
| 1st Line  | \$45.00    |
| 2 <sup>nd</sup> and 3 <sup>rd</sup> Line                  | \$45.00    |

\*The Monthly Recurring and Usage rates for Basic Line Service apply to all Customers and Subscribers as set forth in the Definitions.

(1) Service to Basic Line customers with four or more access lines will receive tier 2 treatment for all access lines in accordance with rule 4901:1-6-05 of the Administrative Code.

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Section 4 - EXCHANGE ACCESS SERVICE (Cont'd)

4.3 CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS)

4.3.1 Per Call Blocking

Per Call Blocking (Calling Number Delivery Blocking) - Enables customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing \*67 from a touch-tone phone, or 1167 from a rotary dial phone, to activate the block. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per call blocking will be available on a universal basis to all eligible customers. All public and semi-public payphones of CenturyTel Solutions will be equipped with Per Call Blocking.

4.3.2 Per Line Blocking

Per Line Blocking (Calling Number Delivery Suppression) - Enables Customers to prevent the disclosure of their telephone number on all outgoing calls, without the necessity of an activation code. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per line Blocking will be provided at no monthly charge on an optional basis to published and non-published customers at their discretion. To deactivate the privacy status, the customer would dial \*82 from a touch-tone phone or 1182 from a rotary dial phone before placing a call. After completion of the call, the line reverts back to the privacy status. Law enforcement, domestic shelters and other special agencies will be offered free Per Line Blocking. Per Line Blocking will not be available to public, semi-public, two-party and four-party service customers.

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Section 4 - EXCHANGE ACCESS SERVICE (Cont'd)4.3 CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS) (Cont'd)4.3.3 Call Return

Call Return (Automatic Recall) - Enables a customer to return the last incoming call whether or not it was answered. The customer dials the activation code of \*69 from a touch-tone phone, or 1169 from a rotary dial phone, and the last incoming call is announced. If the incoming call was placed from a line designated as "private", a fast busy tone will be heard preventing the activation of the Call Return feature. Office-wide Call Return-Block -to-Private prevents Call Return activation when a local or toll calling party blocks their number. To activate the Call Return function the customer would then dial "1". If the line is busy when the customer activates the service, a confirmation announcement is heard, the customer hangs up, and a queuing process begins. For the next thirty minutes both the calling and called parties' lines are checked periodically. The call setup is made when both the originating and terminating lines are idle. After activation of the feature, the originating and terminating customers may place other calls without affecting the call return service status. Up to 30 calls may be held in queue for the Customer's Call Return activation. The call backs may be to areas where the toll charge would be applicable. This feature cannot be activated for all telephone numbers such as numbers with the 800 or 900 prefixes, or PBX extensions.

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Section 5 – EXCHANGE ACCESS OPTIONAL FEATURES

## 5.1 DIRECTORY LISTINGS

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number' in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge.

|                                 | <u>Non-Recurring</u> | <u>Monthly Recurring</u><br><u>Maximum</u> |
|---------------------------------|----------------------|--|
| Each Additional Listing:        | N/A                  | \$4.70                                     |
| Non-Listed Semi-Private Listing | N/A                  | \$4.70                                     |
| Non-Published Private Listing   | N/A                  | \$4.70                                     |
| Cross Reference Listing         | N/A                  | \$4.70                                     |

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## Section 6 - LOCAL CALLING SERVICE

### 6.1 DESCRIPTION

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network<sup>1</sup> bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

#### 6.1.1 Basic Local Exchange Service

This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates.

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<sup>1</sup> Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

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Section 6 - LOCAL CALLING SERVICE (Cont'd)

## 6.1 DESCRIPTION (Cont'd)

## 6.1.2 Expanded Local Exchange Service

This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. Additional calls to the Basic Local Calling Area will be charged as specified below. All calls to the Expanded Local Calling Area will be charged a per call setup and per minute access charge as specified below. All calls to destinations outside the Expanded Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified below.

## a. Time Periods

Day and Night/Weekend rates apply as follows:

| <u>Rates</u> | <u>From</u> | <u>To (but<br/>not including)</u> | <u>Days Applicable</u> |
|--------------|-------------|-----------------------------------|------------------------|
| Day          | 9:00 A.M.   | 9:00 P.M.                         | Mon. – Fri.            |

Night/Weekend All other days, times, and holidays.

Holidays include New Year Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

---

Section 6 - LOCAL CALLING SERVICE (Cont'd)

## 6.2 RATES

The rates set forth in this section apply to all direct dialed local calls. For operator-assisted local calls, the operator charges apply in addition to the charges listed below.

6.2.1 Usage Charges - Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

## a. Monthly Message Allowance

| <u>Type of Service</u>  | <u>Basic Calling Area</u> | <u>Extended Calling Area</u> |
|---|---------------------------|------------------------------|
| Basic Local Exchange Service  | 73                        | N/A                          |
| Expanded Local Exchange Service   | N/A                       | N/A                          |
| *Additional message charge<br>(for each message over monthly allowance) |                           | <u>Maximum</u><br>\$0.101    |

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Section 6 - LOCAL CALLING SERVICE (Cont'd)

## 6.2 RATES (Cont'd)

- b. Expanded Calling Area – The following usage charges apply to points in the Customer's Expanded Calling Area.

| <u>MILEAGE</u> | <u>PEAK</u>    | <u>OFF-PEAK</u> |
|----------------|----------------|-----------------|
|                | <u>Maximum</u> | <u>Maximum</u>  |
| 0-10 (Local)   | \$0.0600       | \$0.0300        |
| 11-22          | \$0.0650       | \$0.0350        |
| 23-55          | \$0.0700       | \$0.0400        |

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Section 7 – INTRALATA CALLING SERVICE

7.1 INTRALATA TOLL PRESUBSCRIPTION

After a subscriber's initial selection for a presubscribed intraLATA toll carrier any change thereafter, an IntraLATA Presubscription Change Charge will apply. The IntraLATA Presubscription Change Charge shall be applied as set forth in Section 5.2 of the Price List.

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

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Section 8 - MISCELLANEOUS SERVICES (Cont'd)

## 8.1 SERVICE IMPLEMENTATION CHARGE

## 8.1.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service, or after service has been disconnected for more than 30 days.

## 8.1.2 Rates

|                   |                              |
|-------------------|------------------------------|
|                   | <u>Non-Recurring Maximum</u> |
| per service order | \$67.85                      |

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Section 8 - MISCELLANEOUS SERVICES (Cont'd)

## 8.2 CUSTOM CALLING SERVICE

## 8.2.1 Business PBX – Individual Features:

|                  | <u>Maximum Price</u> |
|------------------|----------------------|
| (a) Call Waiting | \$15.00              |
| (g) Caller ID    |                      |
| - Standard       | \$15.00              |

Section 9 - MISCELLANEOUS SERVICES (Cont'd)

## 8.3 PAYPHONE SERVICE PROVIDER TELEPHONE (PSP)

Access line service for Payphone Service Provider (PSP) telephones is an exchange line service provided at the request of a subscriber for telecommunications use by the general public. This access line service is provided on a flat rate basis. This access line service is provided for use with PSP non-coin-operated public telephones or PSP coin-operated public telephones. PSP telephones may utilize "store and forward" technology to complete 0+ local; intraLATA and interLATA collect only. Standard features included are Flex AM, Dial Around, Call Restriction, Call Screening, & Operator Screen Blocking. The subscriber shall be responsible for the installation, maintenance and operation of PSP telephones used in connection with this service. PSP telephones must be connected to the Company network in compliance with Part 68 of the FCC Rules and Regulations. The service is provided for use by the subscriber but may be used by others when so authorized by the subscriber, provided that all such usage is subject to the provisions of this Tariff. This service is not subject to concessions. Access line service for PSP telephones cannot be included on accounts containing other classes of service. This access line provides screening information to prevent the operator from allowing toll charges against the subscriber's line; the operator also cannot perform coin collecting functions. The Company is not responsible for refunds of coins deposited in .PSP coin-operated telephones. Customer-provided public telephones may only, be connected to access line service for PSP telephones. The subscriber to this service will be responsible for any and all toll charges billed to the subscriber's account. Providers of public voice facsimile services, which are transmitted over the public switched network are required to obtain Access Line Service for PSP telephones service for connection to the network. The term "Voice Facsimile service" refers to the use of devices providing facsimile service with associated voice capability so that the end user is able to make conventional voice calls as well as electronic transmittals over the same instrument. Provision for such services are subject to the rates and regulations set forth herein for Access Line Service for PSP Telephones.

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Section 8 - MISCELLANEOUS SERVICES (Cont'd)

8.4 SERVICE CONNECTION ASSISTANCE

8.4.1 General

Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

- (A) Waiver of applicable deposit requirements set forth in Section 2.8.3 of this tariff.
- (B) Full or partial waiver up to \$60.00 of the applicable service connection charges for establishing or re-establishing local exchange service (Service Connection Assistance does not apply to network wiring charges).

8.4.2 Regulations

- (A) Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:
  - (i) Home Energy Assistance Program (HEAP);
  - (ii) Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
  - (iii) Food Stamps;
  - (iv) Federal Public Housing or Section 8 Assistance; or
  - (v) Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).
- (B) The Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Paragraph 9.8.2(A) above; identifying the specific program or programs from which the customer receives benefits.

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Section 8 - MISCELLANEOUS SERVICES (Cont'd)

8.4 SERVICE CONNECTION ASSISTANCE (Cont'd)

8.4.2 Regulations (Cont'd)

- (C) Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
- (D) Service Connection Assistance is available for all grades of service.
- (E) Service Connection Assistance is available for a single telephone line at the customer's principal place of residence.
- (F) Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the customer's current address.
- (G) Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

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**Section 9 - SPECIAL ARRANGEMENTS****9.1 SPECIAL CONSTRUCTION****9.1.1 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.

**9.1.2 Basis for Cost Computation**

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

- a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - i. equipment and materials provided or used;
  - ii. engineering, labor, and supervision;
  - iii. transportation; and
  - iv. rights of way and/or any required easements.
- b. Cost of maintenance.
- c. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

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Section 9 - SPECIAL ARRANGEMENTS (Cont'd)

9.1 SPECIAL CONSTRUCTION (Cont'd)

9.1.2 Basis for Cost Computation (Cont'd)

- d. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- e. License preparation, processing, and related fees.
- f. Tariff preparation, processing and related fees.
- g. Any other identifiable costs related to the facilities provided; or
- h. An amount for return and contingencies.

9.1.3 Termination Liability

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

- a. The period on which the termination liability is based is the estimated service life of the facilities provided.
- b. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:



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Section 9 - SPECIAL ARRANGEMENTS (Cont'd)

9.1 SPECIAL CONSTRUCTION (Cont'd)

9.1.3 Termination Liability (Cont'd)

b. (Cont'd)

(1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

- (a) equipment and materials provided or used;
- (b) engineering, labor, and supervision;
- (c) transportation; and
- (d) rights of way and/or any required easements;

(2) license preparation, processing, and related fees;

(3) tariff preparation, processing and related fees;

(4) cost of removal and restoration, where appropriate; and

(5) any other identifiable costs related to the specially constructed or rearranged facilities.

c. Based upon contract with business customers, the termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

d. Inclusion of early termination liability by the Company in this tariff or a contract does not constitute a determination by the Public Utilities Commission of Ohio that the termination liability imposed by the Company is approved or sanctioned by the Public Utilities Commission of Ohio. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

---

Section 9 - SPECIAL ARRANGEMENTS (Cont'd)

9.2 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.

9.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service, which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in this Tariff. 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) The V&H distance from the central office to the customer's premises
- (3) Service description
- (4) Rates and charges
- (5) Quantity of circuits
- (6) Length of the agreement.

9.4 TEMPORARY PROMOTIONAL PROGRAMS

The Company may establish temporary promotional programs as part of its sales and marketing efforts as may be needed to respond to customer needs

- a. Introduce New Services - The Company may waive or reduce non-recurring or recurring charges to introduce present or potential Customers to a service not previously received by the Customers.
- b. Respond to Competitive Offers - The Company may waive or reduce non-recurring or recurring charges in response to competitive offers from other service providers.

---

Section 10 - INTEREXCHANGE SERVICE

## 10.1 TOLL BLOCKING POLICY

The Company, when providing toll service, may "universally" block access to all toll providers for nonpayment of regulated toll charges, so long as the blocked customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, another 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

- 10.1.1 Under the terms of the Selective Access Policy, CenturyTel Solutions when providing toll service, may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:
- a. the customer is able to establish creditworthiness using one of the means for doing so available under the Commission's rules, or
  - b. CenturyTel Solutions, when providing toll service does not require the customer to establish creditworthiness (through any of the means available for doing so under the Commission's rules), or
  - c. CenturyTel Solutions, when providing toll service, attempts to require the customer to establish creditworthiness using credit establishment procedures, which do not comport with the Commission's credit establishment policies and/or are not set forth within a Commission-approved tariff.

When a prospective customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select CenturyTel Solutions as his or her 1+ carrier of choice, CenturyTel Solutions may, subject to its tariffed toll deposit policies and the Commission's rules on establishment of service (See Ohio Administrative Code Rules 4901:1-5-05, require a deposit for toll service.

CenturyTel Solutions may furnish credit information, acquired from CenturyTel's own experiences with the customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. CenturyTel will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Section 10 - INTEREXCHANGE SERVICE (Cont'd)

## 10.1 TOLL BLOCKING POLICY (Cont'd)

Upon payment by the customer of all past due toll debt to CenturyTel Solutions will remove the block and all 1+ dialing capabilities, including 10-XXX, will be restored.

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PRICE LIST

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1      Exchange Access Service1.1      Basic Line Service

|                              | <u>Non-Recurring</u> | <u>Monthly Recurring</u><br><u>1-4 Lines</u> |
|------------------------------|----------------------|--|
| Basic Business Line Measures |                      |  |
| 1 <sup>st</sup> Line         | \$62.85              | \$18.65                                      |
| Each Additional Line         | \$37.35              | \$18.65                                      |
| Basic Business Line Message  |                      |  |
| 1 <sup>st</sup> Line         | \$62.85              | \$23.91                                      |
| Each Additional Line         | \$37.35              | \$23.91                                      |
| Basic Business Line Flat     |                      |  |
| 1 <sup>st</sup> Line         | \$36.50              | \$30.00                                      |
| Each Additional Line         | \$36.50              | \$30.00                                      |

1.2      Key Line Service

|                      | <u>Non-Recurring</u> | <u>Monthly Recurring</u><br><u>Measured</u> | <u>Message</u>   |
|----------------------|----------------------|---|------------------|
| Basic Business Line  |                      |   | \$18.85          |
|                      |                      | <u>1-9 Lines</u>                            | <u>1-9 Lines</u> |
| 1 <sup>st</sup> Line | \$62.85              | \$18.65                                     | \$18.85          |
| Each Additional Line | \$37.35              | \$18.65                                     | \$18.85          |
|                      |                      | <u>Monthly Recurring</u>                    |                  |
| <u>Flat Rate</u>     |                      | <u>1-9 Lines</u>                            |                  |
| 1 <sup>st</sup> Line | \$62.85              | \$30.00                                     |                  |
| Each Additional Line | \$37.35              | \$30.00                                     |                  |

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PRICE LIST (Cont'd)

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1      Exchange Access Service (Cont'd)1.3      Basic Trunk Service

|                              | <u>Non-Recurring</u> | <u>Monthly Recurring</u><br><u>1-4 Lines</u> |
|------------------------------|----------------------|--|
| Basic Business Line Measures |                      |  |
| 1 <sup>st</sup> Line         | \$62.85              | \$21.51                                      |
| Each Additional Line         | \$37.35              | \$21.51                                      |
| Basic Business Line Message  |                      |  |
| 1 <sup>st</sup> Line         | \$62.85              | \$31.31                                      |
| Each Additional Line         | \$37.35              | \$31.31                                      |
| Basic Business Line Flat     |                      |  |
| 1 <sup>st</sup> Line         | \$36.50              | \$33.00                                      |
| Each Additional Line         | \$36.50              | \$33.00                                      |

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CenturyTel Solutions, LLC  
100 Century Park Drive  
Monroe, LA 71203

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PRICE LIST (Cont'd)
2      Local Calling Service

2.1      Usage Charges - Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

2.2      Monthly Message Allowance

| <u>Type of Service</u>          | <u>Basic Calling Area</u> | <u>Extended Calling Area</u> |
|---------------------------------|---------------------------|------------------------------|
| Basic Local Exchange Service    | 73                        | N/A                          |
| Expanded Local Exchange Service | N/A                       | N/A                          |

\* Additional message charge of \$0.073 for each message over monthly allowance.

2.3      Extended Calling Area - The following usage charges apply to points in the Customer's Extended Calling Area.

| <u>MILEAGE</u> | <u>PEAK</u> | <u>OFF-PEAK</u> |
|----------------|-------------|-----------------|
| 0-10 (Local)   | \$0.0400    | \$0.0100        |
| 11-22          | \$0.0450    | \$0.0150        |
| 23-55          | \$0.0500    | \$0.0200        |

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3.2. IntraLATA Presubscription Change Charge

Nonrecurring Charges IntraLATA Presubscription Change Charge

Per line, trunk, or port:

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

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.

|     |  |                                 |
|-----|--|---------------------------------|
| 4.1 | <u>Service Implementation</u>                    |                                 |
|     | per service order                                | <u>Non-Recurring</u><br>\$62.85 |
| 4.2 | <u>Payphone Service Provider Telephone (PSP)</u> |                                 |
|     | <u>Monthly Recurring</u><br>\$35.00              | <u>Non-Recurring</u><br>\$78.56 |
| 4.3 | <u>Returned Payment Charge</u>                   |                                 |
|     | \$25.00  |                                 |
| 4.4 | <u>Reconnection Charge</u>                       |                                 |
|     | \$10.00  |                                 |



---

5      Exemptions and Special Rates

5.1      Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

5.2      Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance for the first 50 calls in a monthly billing period from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

6      Directory Listings

|                                 | <u>Non-Recurring</u> | <u>Monthly Recurring</u> |
|---------------------------------|----------------------|--------------------------|
| Each Additional Listing:        | N/A                  | \$1.99                   |
| Non-Listed Semi-Private Listing | N/A                  | \$1.10                   |
| Non-Published Private Listing   | N/A                  | \$1.10                   |
| Cross Reference Listing         | N/A                  | \$1.99                   |

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Ronald Johnson  
CenturyTel Solutions, LLC  
100 Century Park Drive  
Monroe, LA 71203

CENTURYTEL SOLUTIONS, LLC d/b/a CENTURYLINK SOLUTIONS  
REGULATIONS AND SCHEDULES FOR LOCAL EXCHANGE SERVICE  
APPLYING TO END USER COMMUNICATIONS  
WITHIN THE STATE OF OHIO

This tariff applies to the Competitive Local Exchange Services furnished by CenturyTel Solutions, LLC ("Company") between one or more points in the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business, 100 CenturyLink Drive, Monroe, LA 71203

Non-BLES Local and General Exchange Services and Interexchange Services and Rates have been detariffed by the Public Utilities Commission and can now be found in the Company's Price List at <https://about.centurylink.com>

Tariff No. 90-9330-TP-TRF

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ISSUED: October 19, 2011  
CenturyTel Solutions, LLC d/b/a CenturyLink Solutions  
By Duane Ring, Vice President  
LaCrosse, Wisconsin

EFFECTIVE: October 19, 2011  
In accordance with Case No.: 90-9330-TP-TRF  
Issued by the Public Utilities Commission of Ohio

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TABLE OF CONTENTS

|  | <u>Page</u> |
|--|-------------|
| TABLE OF CONTENTS .....  | 2           |
| EXPLANATION OF SYMBOLS .....                                     | 3           |
| DEFINITIONS .....  | 4           |
| SECTION 1 - APPLICATION OF TARIFF .....                          | 6           |
| SECTION 2 - GENERAL RULES AND REGULATIONS .....                  | 7           |
| 2.1 Use of Facilities and Service .....                          | 7           |
| 2.2 Payment for Services Rendered .....                          | 16          |
| 2.3 Access to Customer's Premises .....                          | 17          |
| 2.4 Telephone Surcharges/Taxes .....                             | 17          |
| 2.5 Disconnection of Service.....                                | 18          |
| 2.6 Additional Provisions Applicable To Business Customers.....  | 23          |
| 2.7 Transfer and Assignments .....                               | 25          |
| 2.8 Notices and Communications .....                             | 26          |
| 2.9 Customer Liability for Unauthorized Use of the Network ..... | 27          |
| SECTION 3 – EXCHANGE ACCESS SERVICE .....                        | 28          |
| 3.1 General .....  | 28          |
| 3.2 Basic Line Service.....                                      | 29          |
| SECTION 4 – RESERVED FOR FUTURE USE.....                         | 30          |
| SECTION 5 – INTRALATA TOLL PRESUBSCRIPTION.....                  | 31          |
| SECTION 6 - MISCELLANEOUS .....                                  | 32          |
| 6.1 Payphone Service Provider Telephone .....                    | 32          |
| 6.2 Service Implementation Charge.....                           | 33          |
| SECTION 7 - SPECIAL ARRANGEMENTS .....                           | 34          |
| 7.1 Special Construction .....                                   | 34          |
| 7.2 Non-Routine Installation and/or Maintenance.....             | 36          |
| SECTION 8 – RESOLD LOCAL EXCHANGE SERVICE .....                  | 37          |

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EXPLANATION OF SYMBOLS

A revision of a Tariff Page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the Page, are used to signify:

- C - Change in Regulation
- D - Discontinued rate or regulation
- I - Increased rate
- M - Moved from another tariff location
- N - New rate or regulation
- R - Reduction in a rate or charge
- T - Changed in text but no change in rate or regulation

## DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Central Office: A local telephone company switching system where telephone exchange service customer loops are terminated for purposes of interconnection to each other and to trunks.

Collocation Point: Central Offices where CenturyTel Solutions has installed equipment and connected to the Incumbent Local Exchange Carrier (ILEC) network so that CenturyTel Solutions can connect to end-user Customers served out of the particular Central Office via leased unbundled network element loops (UNE loops).

Company or CenturyTel Solutions: CenturyTel Solutions, LLC, the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations. Customers are classified according to 1) the categories listed below; and for all categories of customers except OnNet Customers and Resold-Only Customers, 2) the Collocation Points listed above for services provided under this tariff. A line is defined as a voice or digital circuit with transmission capacity up to 64Kbps.

Initial Line UNE Customers - Customers who subscribe to more than one line of voice and/or data services serviced via DSO (64KB analog loop) and/or DS1 (1.544 MB digital loop) UNE(s).

OnNet Customers - Customers who are, or will be, serviced by CenturyTel Solutions through a direct connection to CenturyTel Solutions' fiber network via a fiber loop or fiber lateral into the Customer's premise.

Resold-Only Customers - Customers who are, or will be, serviced by CenturyTel Solutions exclusively through the resale of other carriers' retail services delivered through other carriers' facilities.

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport 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; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No.4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

DEFINITIONS (Cont'd)

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

Service Order: The request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User or End User: A Customer or any other person authorized by a Customer to use service provided under this tariff.

---

Section 1 - APPLICATION OF TARIFF

1.1 APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate, local exchange and interexchange telecommunications services provided by CenturyTel Solutions, LLC hereinafter referred to as the Company to Customers within the State of Ohio.

1.1.1 Service Territory

CenturyTel Solutions, LLC will provide service to customers located in the service areas of AT&T Ohio, Cincinnati Bell Telephone Company, United Telephone Company of Ohio d/b/a Sprint and Frontier North Inc.

1.1.2 Availability

Service is available where facilities permit.



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Section 2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Ohio.

- 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.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

---

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.1 Obligation of the Company (Cont'd)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

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.

2.1.2 Customer Rights and Responsibilities

Customers have certain rights and responsibilities. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

2.1.3 Limitations on Liability

2.1.3.1 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 this tariff. 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.

---

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Limitations on Liability (Cont'd)

- 2.1.3.2 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 request of the United States Government, or of any other government, including 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.
- 2.1.3.3 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.
- 2.1.3.4 Unauthorized Access and Hacking - Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.

---

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Limitations on Liability (Cont'd)

2.1.3.5 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 Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.1.3.6 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.

---

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Limitations on Liability (Cont'd)

2.1.3.7 The Company is not liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- (c) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- (d) Any act or omission in connection with the provision of 911, E911 or similar services;
- (e) Any non completion of calls due to network busy conditions.

2.1.3.8 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.

Bb

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Limitations on Liability (Cont'd)

2.1.3.8 (Cont'd)

- (a) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- (b) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- (c) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

---

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Limitations on Liability (Cont'd)

- 2.1.3.9 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.1.3.10 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.1.3.11 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.1.3.12 Approval of the above tariff 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 court's 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 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.4 Use of Service

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.

2.1.5 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, reasonable wear and tear accepted. 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.



---

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 PAYMENT FOR SERVICES RENDERED

2.2.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.2.2 Deposits

The deposit amounts shall not exceed the requirements set forth in Ohio Administrative Code 4901:1-6-12.

2.2.3 Payment of Charges

Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If an objection results in a refund to the customer, such refund will be from the date when the customer's overpayment was made.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may contact the Public Utilities Commission of Ohio toll free at 180 East Broad Street, Columbus, Ohio 43215-3793 or by calling 1-800-686-7826 or 1-614-466-3292, or for TDD/TTY toll free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 PAYMENT FOR SERVICES RENDERED (Continued)

2.2.4 Late Payment Charge

A late payment charge of one and one-half (1.5%) percent or \$5.00, whichever is greater, will be applied to the current month's residential customer bills which remain unpaid after the due date. The late payment charge will not be applied until the unpaid balance reaches \$32.00 or more on all regulated services. Each residential customer account shall be permitted a one-time waiver of a monthly late payment charge in cases where the customer has already paid the monthly bill for which the late payment charge was applied, and upon the request of the customer.

A late payment charge of one and one-half (1.5%) percent or \$10.00, whichever is greater, will be applied to the current month's business customer bills which remain unpaid after the due date. The late payment charge will not be applied until the unpaid balance reaches \$10.00 or more on all regulated services.

- A. Payments will not be considered delinquent if the account is paid in full by the due date. The due date printed on the bill will not be sooner than nineteen days after the postmark on the bill.
- B. The late payment charge will not be applied to any amount billed as taxes by federal, state or local governments.
- C. The late payment charge will not be applied to any previous late payment charges.
- D. The late payment charge will not apply to any Interexchange Carrier billing to which a late payment fee has already been rendered by an Interexchange Carrier.
- E. The late payment charge will not apply to amounts that are in dispute.
- F. Late payment charges will not apply to service order charges associated with commencement of Lifeline service.

---

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 ACCESS TO CUSTOMER'S PREMISES

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.

2.4 TELEPHONE SURCHARGES/TAXES

2.4.1 General

The customer is responsible for the payment of all state, local and E9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff.

---

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 DISCONNECTION OF SERVICE

2.5.1 Disconnection 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 disconnected for nonpayment, the customer will be charged a Reconnection Charge as well as any payment due and any applicable deposits upon reconnection.

The Reconnection Charge is as follows:

| <u>Rate</u> |
|-------------|
| \$10.00     |

- a. Termination shall not be made until at least twenty (20) days after written notification has been mailed to the billing address of the customer.
- b. Suspension will not be made until at least fourteen (14) days from the postmark date after written notification has been mailed to the customer.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It 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, or during the periods from December 23rd through December 26th or December 30th through January 1st.

---

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.2 Exceptions to Disconnection

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. 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.

Telephone 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.

2.5.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the 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, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the end of business on that day.

---

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.4 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 the Customer's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees, 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
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.

---

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.4 Termination For Cause Other Than Nonpayment (Cont'd)

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. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

---

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.4 Termination For Cause Other Than Nonpayment (Cont'd)

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 telephone service.
2. In the event that telephone 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.

d. 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.

2.5.5 Emergency Termination of Service

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



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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.6.1 Application of Rates

- a. Business rates as described in this Tariff apply to service furnished:
  - 1. In office buildings, stores, factories and all other places of a business nature;
  - 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
  - 3. At any location when the listing or public advertising indicates a business or a profession;
  - 4. At any location where the service includes an extension, which is at a location where business rates apply unless, the extension is restricted to incoming calls;
  - 5. At any location where the customer resells or shares exchange service;
- b. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.6.2 Telephone Number Changes

The Company reserves all rights to the telephone numbers assigned to any customer.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.6.3 Deposits

Pursuant to Section 2.2.2 of this Tariff, deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

Section 2 - GENERAL RULES AND 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 pursuant to any sale or transfer of substantially all the assets of the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 NOTICES AND COMMUNICATIONS

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.

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.

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.

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 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK

2.9.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this tariff.

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Section 3 - EXCHANGE ACCESS SERVICE

3.1 GENERAL

3.1.1 Basic Local Exchange Service

Basic local exchange service means residential-end-user access to and usage of telephone-company-provided services over a single line or small-business-end-user access to and usage of telephone-company-provided services over the primary access line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of services, that does both of the following:

- (a) Enables a customer to originate or receive voice communications within a local service area as that area exists on the effective date of the amendment of Section 4927.01 by S.B. 162 of the 128th general assembly;
- (b) Consists of all of the following services:
  - (i) Local dial tone service;
  - (ii) For residential end users, flat-rate telephone exchange service;
  - (iii) Touch tone dialing service;
  - (iv) Access to and usage of 9-1-1 services, where such services are available;
  - (v) Access to operator services and directory assistance;
  - (vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;
  - (vii) Per call, caller identification blocking services;
  - (viii) Access to telecommunications relay service; and
  - (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

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Section 3 - EXCHANGE ACCESS SERVICE (Cont'd)

3.2 BASIC LOCAL EXCHANGE SERVICE

Basic Local Exchange Service provides a Business Customer with an initial voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Initial Basic Line contains the standard features listed below.

3.2.1 Basic Local Exchange Service

Non-recurring and monthly recurring rates per Initial Line apply as follows:

|              | <u>Monthly<br/>Recurring</u> | <u>Non-<br/>Recurring</u> |
|--------------|------------------------------|---------------------------|
| Initial Line | \$33.00                      | \$36.50                   |

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Section 4 – RESERVED FOR FUTURE USE



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Section 5 – INTRALATA TOLL PRESUBSCRIPTION

5.1 INTRALATA TOLL PRESUBSCRIPTION

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

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

5.1.1. IntraLATA Presubscription Change Charge

Nonrecurring Charges IntraLATA Presubscription Change Charge

Per initial line:

|                    | <u>Charge</u> |
|--------------------|---------------|
| Manual Process     | \$5.50        |
| Electronic Process | \$1.25        |

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Section 6 - MISCELLANEOUS SERVICES

6.1 PAYPHONE SERVICE PROVIDER TELEPHONE (PSP)

Access line service for Payphone Service Provider (PSP) telephones is an exchange line service provided at the request of a subscriber for telecommunications use by the general public. This access line service is provided on a flat rate basis. This access line service is provided for use with PSP non-coin-operated public telephones or PSP coin-operated public telephones. PSP telephones may utilize "store and forward" technology to complete 0+ local; intraLATA and interLATA collect only. Standard features included are Flex AM, Dial Around, Call Restriction, Call Screening, & Operator Screen Blocking. The subscriber shall be responsible for the installation, maintenance and operation of PSP telephones used in connection with this service. PSP telephones must be connected to the Company network in compliance with Part 68 of the FCC Rules and Regulations. The service is provided for use by the subscriber but may be used by others when so authorized by the subscriber, provided that all such usage is subject to the provisions of this Tariff. This service is not subject to concessions. Access line service for PSP telephones cannot be included on accounts containing other classes of service. This access line provides screening information to prevent the operator from allowing toll charges against the subscriber's line; the operator also cannot perform coin collecting functions. The Company is not responsible for refunds of coins deposited in PSP coin-operated telephones. Customer-provided public telephones may only, be connected to access line service for PSP telephones. The subscriber to this service will be responsible for any and all toll charges billed to the subscriber's account. Providers of public voice facsimile services, which are transmitted over the public switched network, are required to obtain Access Line Service for PSP telephones service for connection to the network. The term "Voice Facsimile service" refers to the use of devices providing facsimile service with associated voice capability so that the end user is able to make conventional voice calls as well as electronic transmittals over the same instrument. Provisions for such services are subject to the rates and regulations set forth herein for Access Line Service for PSP Telephones.

6.1.1 Payphone Service Provider Telephone (PSP)

| <u>Monthly Recurring</u> | <u>Non-Recurring</u> |
|--------------------------|----------------------|
| \$35.00                  | \$78.56              |

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Section 6 - MISCELLANEOUS SERVICES (Cont'd)

6.2 SERVICE IMPLEMENTATION CHARGE

Service Implementation Charges will apply to new service orders or to orders to change service, or after service has been disconnection for more than thirty days.

|       |                   |                      |
|-------|-------------------|----------------------|
| 6.2.1 | Per Service Order | <u>Non-Recurring</u> |
|       |                   | \$62.85              |

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Section 7 - SPECIAL ARRANGEMENTS

7.1 SPECIAL CONSTRUCTION

7.1.1 Basis for Charges

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

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

7.1.2 Basis for Cost Computation

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

- a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - i. equipment and materials provided or used;
  - ii. engineering, labor, and supervision;
  - iii. transportation; and
  - iv. rights of way and/or any required easements.
- b. Cost of maintenance.
- c. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- d. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- e. License preparation, processing, and related fees.
- f. Tariff preparation, processing and related fees.
- g. Any other identifiable costs related to the facilities provided; or
- h. An amount for return and contingencies.

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Section 7 - SPECIAL ARRANGEMENTS (Cont'd)

7.1 SPECIAL CONSTRUCTION (Cont'd)

7.1.3 Termination Liability

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

- a. The period on which the termination liability is based is the estimated service life of the facilities provided.
- b. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - (1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - (a) equipment and materials provided or used;
    - (b) engineering, labor, and supervision;
    - (c) transportation; and
    - (d) rights of way and/or any required easements;
  - (2) license preparation, processing, and related fees;
  - (3) tariff preparation, processing and related fees;
  - (4) cost of removal and restoration, where appropriate; and
  - (5) any other identifiable costs related to the specially constructed or rearranged facilities.
- c. Based upon contract with business customers, the termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
- d. Inclusion of early termination liability by the Company in this tariff or a contract does not constitute a determination by the Public Utilities Commission of Ohio that the termination liability imposed by the Company is approved or sanctioned by the Public Utilities Commission of Ohio. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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Section 7 - SPECIAL ARRANGEMENTS (Cont'd)

7.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

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Section 8 – RESOLD LOCAL EXCHANGE SERVICE

8.1 DESCRIPTION

Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certificated Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

8.2 RATES

The following rates apply for Resold Basic Local Exchange Service:

|   | <u>Non-Recurring</u> | <u>Monthly Recurring</u> |
|---|----------------------|--------------------------|
| <u>Resold Basic Local Exchange Service:</u> |                      |                          |
| Initial Line                                | \$67.85              | \$80.00                  |

Resold features associated with resold local exchange service will be priced according to the rate established for such features in the underlying carrier's effective intrastate tariffs.

# CenturyTel Solutions, LLC d/b/a CenturyLink Solutions

## EXHIBIT C

The Applicant hereby establishes P.U.C.O. TARIFF No. 3 Local Exchange Tariff, (a BLES tariff required in 4901:1-6-11) and detariffs certain services in accordance with the Commission's January 19, 2011 Entry in Case No. 10-1010-TP-ORD. The Applicant intends only to remove from its tariff, the rates, terms and conditions of services required to be detariffed as a result of the Commission's adoption of rules to implement Substitute Senate Bill 162.

The new tariff (P.U.C.O. No. 3 Local Exchange Tariff) replaces and supersedes P.U.C.O. No. 3 Local Exchange Tariff and addresses Staff's recommendations.

There are no CenturyTel Solutions, LLC d/b/a CenturyLink Solutions customers affected by this filing.



**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

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**in**

**Case No(s). 90-9330-TP-TRF, 11-5162-TP-ATA**

Summary: Tariff Establishment of tariff for BLES services and any other tariffed services as required in accordance with the Commission's January 19, 2011 Entry in Case No. 10-1010-TP-ORD and to address Staff's recommendations. electronically filed by Ms. Debra A Levy on behalf of CENTURYTEL SOLUTIONS LLC DBA CENTURYLINK SOLUTIONS DIRECTOR - STATE REG & LEGISLATIVE AFFAIRS