

FILE

COMLINK, LLC

Local Exchange Services

P.U.C.O. Tariff No. 2
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39

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Comlink, L.L.C. dba Netrino, L.L.C.

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE WITHIN THE STATE OF OHIO**

This Tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Comlink, L.L.C. dba Netrino, L.L.C., with principal offices at 1515 Turf Lane, East Lansing, Michigan, 48823, for services furnished within the State of Ohio. This Tariff is on file with the Public Utility Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business.

This Tariff describes the terms, conditions, services and rates applicable to the provision of local exchange telecommunications services and is in compliance with Rule 4901: 1-6 O.A.C.

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1515 Turf Lane
East Lansing, MI 48823

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CHECK SHEET

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

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CONCURRING CARRIERS

None.

CONNECTING CARRIERS

None.

OTHER PARTICIPATING CARRIERS

None.

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EXPLANATION OF SYMBOLS

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify rate increase
- (M) To signify matter relocated without change
- (N) To signify new rate or regulation
- (R) To signify rate reduction
- (S) To signify reissued matter
- (T) To signify a change in text but no change in rate or regulation
- (Z) To signify a correction

APPLICATION OF TARIFF

The applicable requirements of 4901:1-6-12 of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this Tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

SERVICE AREA DESCRIPTION

Comlink, LLC will offer service in those areas currently served by AT&T Ohio, Frontier North, Inc., Cincinnati Bell Telephone Company LLC and United Telephone Company of Ohio d/b/a CenturyLink. This Tariff is effective only where an interconnection agreement is effective between Comlink, LLC and the underlying carrier.

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SECTION 1.0- DEFINITIONS

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

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

Authorization Code- A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User- A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) -A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Basic Local Exchange Service -as used in this Tariff, shall have the same definition as is found in the Ohio Revised Code, 4927.01(A)(1).

Commission - Public Utility Commission of Ohio.

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

Company- Comlink, LLC the issuer of this Tariff.

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

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

Customer Terminal Equipment- Terminal equipment provided by the Customer.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

SECTION 1.0- DEFINITIONS (CONT'D)

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

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

ICB - Individual Case Basis.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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, or its successor tariff(s).

LEC-Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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

MOU- Minutes of Use.

NECA- National Exchange Carriers Association.

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

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SECTION 1.0- DEFINITIONS, (CONT'D.)

PBX - Private Branch Exchange

PIN - Personal Identification Number. See Authorization Code.

Point of Presence ("POP") - Point of Presence.

P.U.C.O.-Public Utilities Commission of Ohio.

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

Service - Any means of service offered herein or any combination thereof.

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

Serving Wire Center- A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

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SECTION 1.0- DEFINITIONS, (CONT'D.)

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

Subscriber- The person, firm, partnership, corporation, or other entity who orders telecommunications service from COMLINK. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

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

SECTION 2.0- GENERAL RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 General**

Pursuant to this Tariff, the Company undertakes to provide within the service area in which the Company has been approved for certification the regulated local exchange services described in Section 3.0.

The furnishing of service under this Tariff is subject to the availability of all the necessary facilities.

2.2 Limitations of Service

- A. Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this Tariff in compliance with limitations set forth in the Commission's rules.
- B. 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 on a non-discriminatory basis.
- C. The furnishing of service under the tariffs of the Company 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.
- D. The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this Tariff, signed contract, or the law, with notice as required by the rules of the Commission.
- E. The Company does not undertake to transmit messages or information, but offers the use of its facilities, when available, for that purpose.

SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.2 Limitations of Service (cont'd)**

- F. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
- G. In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide Customer records and related information without further notice.

2.3 Limitations of Liability

The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer, or by any others, for damages associated with installation, provision, preemption, termination, maintenance, repair or restoration of service, or any other service, the Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the Customer under this Tariff or state commission regulations as an allowance for interruptions.

The services furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitations: the Company shall not be liable for damage arising out of our mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company caused by Customer provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connection arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such, mistake, omission, interruption, delay, error, defect in transmission or injury occurs.) The Company also shall not be liable for the acts or omissions of other companies when their facilities are used to provide service.

Except for granting credit allowances for interruptions of service as provided in the last paragraph of this section, and in accordance with 4901:1-6-12 of the Ohio Telephone Company Procedures and Standards, the Company shall not be liable for any claim or loss, expense or damage, for any failure of performance due to failure or malfunction of Customer-supplied equipment, storms, fires, floods or other catastrophes, power failure, natural emergencies, insurrections, riots or wars, or any law, order, regulation, or other action of any governmental authority or agency thereof.

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SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.3 Limitations of Liability (Cont'd)**

The Company shall not be liable for, and shall be fully indemnified and held harmless by, Customers against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.

No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company. The Company's liability due to any failure of the transmission shall not exceed an amount equal to the charges provided for by the applicable tariff (for regulated services) and applicable price list, catalogue, and/or contract (for all other services) for the call. The Company shall not be liable for damages arising out of the use of the Company's services for the transmission of anything other than voice grade service.

The Company will provide a customer's correct name and telephone number to a calling party either upon request to or interception by the Company in the event there is an error or omission in the Customer's directory listing. The Company's liability for any errors or omissions in any directory listings is limited to the charges made for the listing itself. In the event the Company omits a subscriber's listing from the white pages of the telephone directory or lists an incorrect telephone number, the company shall issue the subscriber a credit for the equivalent of not less than three months' regulated local service charges. Such credit shall not apply in cases where the subscriber has provided such listing information after the deadline for directory publication. The subscriber shall be given the option of taking the credit or pursuing other remedies. The Company shall not be liable for any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit, arising from errors or omissions in directory listings.

When a Customer with a non-published telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

LIMITATION OF LIABILITY LANGUAGE

Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company would 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.

Subscriber bill adjustments will be handled in accordance with 4901:1-6-12 of the Ohio Telephone Company Procedures and Standards.

SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.4 Obligations of the Customer****2.4.1 General**

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

- A. the payment of all applicable charges pursuant to this Tariff;
- B. reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space.

Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.4 Obligations of the Customer (Cont'd)****2.4.1 General (Cont'd)**

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.4.1 D, and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.4.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

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

SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.5 Allowances for Interruptions in Service****2.5.1 General**

Pursuant to Rule 4901:1-5-16(A), the Company shall make an adjustment in accordance with Rule 4901:1-5-16(B) whenever a subscriber's service is interrupted and remains out of service for more than twenty-four consecutive hours after being reported to the Company or after being found to be out of service.

2.5.2 Application of Credits for Interrupted Services

- A. As required by 4901:1-5-16(B), if an out of service condition exceeds twenty-four hours, but is less than forty-eight hours, the Company shall credit the subscriber's bill for at least the pro rata portion of the monthly charge(s) for all regulated local services rendered inoperative during the interruption. Credit for out-of-service conditions lasting longer shall be provided pursuant to Rule 4901:1-5-16(B)(1)-(3).
- B. Credits for failure to install new service in a timely manner shall be applied pursuant to 4901:1-5-16(D).
- C. Credits for missed appointments shall be applied pursuant to 4901:1-5-16(E).
- D. Credits for failure to include a subscriber's listing in the white pages of the telephone directory or to correctly list a subscriber's telephone number shall be applied pursuant to 4901:1-5-16(F).
- E. Adjustments for overcharges or undercharges by the Company shall be made in accordance with Rule 4901:1-5-16(G).

2.5.3 Limitations on Allowances

No credit allowance will be made for any interruption of service resulting from any of the acts or conditions listed in Rule 4901:1-5-16(A)(1)-(4) and (C).

2.6 Suspension or Termination of Service**2.6.1 Suspension or Termination for Nonpayment**

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

Suspension or termination shall not be made until:

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SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.6 Suspension or Termination of Service (Cont'd)****2.6.1 Suspension or Termination for Nonpayment (Cont'd)**

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

2.6.2 Exceptions to Suspension and Termination

Service shall not be suspended or terminated for:

- A. Nonpayment for service for which a bill has not been rendered;
- B. Nonpayment for services which have 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 the Company's complaint handling procedures;
- D. 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.

2.6.3 Verification of Nonpayment

Service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless the Company has verified, in a manner approved by the 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.

2.7 Deposits

- 2.7.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, as in the case of a proven history of late payments, the Customer may be required to provide the

SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.7 Deposits (Cont'd)**

Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two hundred thirty percent of a reasonable estimate of one month's service charges to be paid by the Customer, pursuant to ORC 4927.08(B)(6), and OAC 4901:1-6-12. All deposit amounts, refunds and interest payments will comply with the PUCO Rules and Regulations governing telephone utilities.

2.7.2 The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make an increased or additional security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges.

2.7.3 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.

2.7.4 The Company will pay interest at the rate permitted by law.

2.8 Billing**2.8.1 Monthly Billing**

Bills to Customers will be issued monthly unless the Company is authorized by the Commission to bill at other than monthly intervals because of unusual circumstances. Local service charges are billed in advance. Pursuant to 4901:1-6-12 of the Ohio Telephone Company Procedures and Standards, the Customer has the option to spread local exchange telephone service installation charges over a period of three months. Certain toll charges and NRCs are billed in arrears. If a Customer elects, the Company may issue a billing statement to a Customer in an electronic format only. The Company shall have no responsibility with respect to billings, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional, and long distance services provided by a third party vendor. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.8 Billing (Cont'd)****2.8.2 Bill Contents**

Subscriber bills will contain all of the Information required by 4901:1-6 of the Ohio Telephone Company Procedures and Standards.

2.8.3 Start of Billing

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation, or another date mutually agreed-upon by the Customer and the Company.

2.9 Minimum Call Completion Rate

The Customer may expect a Call completion rate of at least ninety-percent (90%) of dialed, local interoffice calls attempted during peak use periods or the busy hour.

2.10 Advanced Payments

[RESERVED FOR FUTURE USE]

2.11 Disputes and Complaints**2.11.1 Disputed Bills**

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
- B. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- C. If the dispute is resolved in favor of the Company and the Customer has withheld

SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.11 Disputes and Complaints (Cont'd)****2.11.1 Disputed Bills (Cont'd)****C. (Cont'd)**

the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth herein.

- D. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, interest credit or penalties will apply.
- E. The Customer shall notify the Company of any disputed items on an invoice within ninety (90) days of receipt of the invoice.
- F. The Customer is required to pay any undisputed portion of a bill from Company, even if certain charges on the bill are disputed. Failure to pay undisputed charges will result in the imposition of late payment charges.
- G. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules and procedures. The address of the Commission is as follows:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

2.11.2 Complaint Procedures

Inquiries, general questions, or complaints may be directed informally to Company by telephone, in person, or in writing at Company's office located at 1515 Turf Lane, East Lansing, Michigan, 48823. Customers can reach Company's customer service department by dialing (517) 664-1600. For emergencies or after-hour support, customers can call (877) 664-1901. Company's customer service department accepts calls on a twenty-four-hour-a-day basis. Complaints concerning the charges, practices, facilities, or services of Company will be investigated promptly and thoroughly. Company will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Company to review and analyze its procedures and actions for at least thirty (30) days. Each Customer may file with the Commission for resolution of disputes. Each complainant will be mailed a statement of the complainant's right to contact the Commission at:

SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.11 Disputes and Complaints (Cont'd)****2.11.2 Complaint Procedures (Cont'd)**

Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, OH 43215
1-800-686-7826 (Voice)
1-800-686-1570 (TDD)

2.11.3 Bill Insert or Notice

Company shall notify Customers, by bill insert or notice on the bill form, of the address and telephone number where a Company representative qualified to assist in resolving the complaint can be reached. The bill insert or notice shall also include the following statement:

"If you have a complaint that is not resolved after you have called Comlink, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) or for TTY toll free at 1-800-686-1570 (toll free) from 8:00a.m. to 5:00p.m. weekdays, or at www.puco.ohio.gov.

Residential customers may also contact the Ohio Consumers' Counsel (OCC), for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00a.m. to 5:00 p.m. weekdays, or visit www.pickocc.org."

2.12 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

2.13 Timing of Calls

2.13.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (i.e. when two-way communications is possible), and ends when either party hangs up.

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SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.13 Timing of Calls (Cont'd)**

2.13.2 No charges apply if a Call is not completed.

2.13.3 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum Call duration is one (1) minute for a connected Call.

2.13.4 Where applicable, charges will be rounded up to the nearest penny.

2.13.5 Usage begins when the called party picks up the receiver (i.e. when two-way communication is possible). A Call is terminated when the calling or called party hangs up. The Company utilizes software answer supervision, which permits up to sixty (60) seconds of ringing before the Call becomes billed usage. Where answer supervision is not available, any Call for which the duration exceeds sixty (60) seconds shall be presumed to have been answered and becomes billed usage.

2.13.6 The Company will not knowingly charge for Incomplete or unanswered Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any Incomplete or unanswered Call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Upon the Customer's request and proper verification, the Company also shall promptly adjust or credit the Customer's account for charges or payments for Calls placed to a wrong number.

2.14 Provision of Equipment and Facilities

A. The Company shall use reasonable efforts to make available services to the Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff.

B. The Company shall use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit other to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

C. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.

D. Equipment the Company provides or installs at the Customer Premises for use in

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SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.14 Provision of Equipment and Facilities (Cont'd)****D. (Cont'd)**

connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.

E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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

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

2.15 Ownership of Facilities

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

2.16 Minimum Period of Service

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days' notice. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have 30 days.

SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.17 Use****2.17.1 Lawful Purpose**

Services provided under this Tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service.

2.17.2 Use of Service for Unlawful and/or Fraudulent Purposes

The Company's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises the Company that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If the Company receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules.

2.17.3 Recording Devices

The Company's services are not designed for the use of recording devices, and customers who use such devices to record two-way telephone conversations do so at their own risk.

2.17.4 Use of Service Mark

No Customer shall use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of the Company.

2.18 Equipment**2.18.1 Inspection, Testing, and Adjustment**

- A. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

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SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.18 Equipment (Cont'd)****2.18.1 Inspection, Testing, and Adjustment (Cont'd)**

- B. 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.
- C. Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

2.18.2 Interference and Hazard

The operating characteristics of Customer premises equipment or communications systems connected to the Company's services must not interfere with, or impair, any of the services offered by the Company. Additionally, connected Customer premises equipment must not endanger the safety of Company employees or the public, damage or interfere with the proper functioning of the Company's equipment, or otherwise injure the public in its use of the Company's service.

2.18.3 Maintenance and Repair**A. Customer Liability**

The Customer shall be responsible for damages to the Company's facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using the Company's service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of the Company's facilities except upon written consent of the Company.

B. Leased or Owned Facilities

The Customer's obligation to the Company is the same whether the facilities involved are the Company's facilities or are facilities leased by the Company from another party. If the Company incurs expenses due to the Customer's actions that result in damage or impairment of the Company's owned or leased facilities, the Company will pass on to the Customer any and

SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.18 Equipment (Cont'd)****2.18.3 Maintenance and Repair (Cont'd)**

all expenses to repair the Company's facilities or that the owner imposes on the Company for leased facilities.

2.19 Application for Service**2.19.1 Information Required**

When applying for service, each prospective Customer will be required to furnish the Company with the following information:

- A. The name of the party who will be responsible for payment for the service provided.
- B. The address or addresses or exact location of the premises where service is to be provided and billed.
- C. Any information required to make a proper determination of appropriate creditworthiness, as set forth in 4901:1-6-12 of the Ohio Telephone Company Procedures and Standards.

2.19.2 Initiation of Service

The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Service installation shall be completed within five business days after a service order is placed. The Company will credit in accordance with 4901:1-6-12 of the Ohio Telephone Company Procedures and Standards for delayed installation, missed installation or repair appointments and commitments.

Service shall be deemed to be initiated upon the service activation date. For multilocation customers, service shall be deemed to be initiated upon service activation at the first location.

SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.20 Service Charges****2.20.1 Late Payment Charge**

The Company may impose a monthly late payment charge of 1.5%, or the highest rate permitted by applicable law, whichever is less, on any bill not paid by the due date listed on the invoice. Customers are obligated to drop off payment at a designated payment location or mail payment to the address contained on the invoice. Customers shall be responsible for all costs incurred in the collection of unpaid charges or in any other action to enforce payments and/or obligations arising under this Tariff.

2.20.2 Miscellaneous Services Charges**A. Reconnection**

Reconnection charges occur where service to an existing Customer has been disconnected for proper cause, and the Customer desires to resume service with the Company. If service has been discontinued for proper cause and where a Customer desires reconnection, the Customer will be charged a fee to defray the cost of providing service.

B. Missed Appointment Charge

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

C. Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or other financial institution for any reason, the Company may bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.21 Service Connection Assistance Program****A. General**

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

- Waiver of applicable deposit requirements.
- Full or partial waiver up to \$60 of applicable service connection charges for establishing or reestablishing local exchange service (Service Connection Assistance does not apply to network wiring charges), if permitted or required by Federal law.

B. Regulations

1. 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:
 - a. Home Energy Assistance Program (HEAP);
 - b. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
 - c. Food Stamps;
 - d. Federal Public Housing or Section 8 Assistance; or
 - e. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid)
2. 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 this section above; identifying the specific program or programs from which the Customer receives benefits.
3. Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
4. Service Connection Assistance is available for all grades of service.
5. Service Connection Assistance is available for a single telephone line at the Customer's principal place of residence.
6. Service Connection Assistance shall be available to eligible Customers not

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SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.21 Service Connection Assistance Program (Cont'd)**

more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the 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.

7. Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

2.22 Taxes and Fees

Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon Company may be charged to Customers receiving Company's service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers on the basis of Customers' monthly charges for the types of service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills. Local Number Portability ("LNP"), Presubscribed Interexchange Carrier Charge ("PICC"), Universal Service Fund ("USF"), Telecommunications Relay Service ("TRS"), TTY/TDD surcharges will also be charged where applicable.

2.23 Information Service Access Blocking

Where facilities are available, Company shall institute call blocking to all "900", "960" and "976" prefix numbers, without charge for the first block subject to applicable law. If a Customer chooses to eliminate the free call blocking service for these types of calls, the Customer shall be fully responsible for all such charges regardless of who made such calls from the Customer's telephone line. Company will comply with all applicable rules of the Commission concerning such blocking.

2.24 Special Construction and Special Arrangements

Subject to the agreement of Company and to all of the regulations contained in the tariffs of Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.24 Special Construction and Special Arrangements (Cont'd)**

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

2.24.1 Basis for Charges

Where Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in Company's tariffs, charges will be based on the costs incurred by Company and may include: (1) non-recurring type charges; (2) recurring type charges; or (3) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

2.24.2 Basis for Cost Computation

The costs referred to in 2.24.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Installation cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installation cost includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation,
 - 4. rights of way, and
 - 5. any other item chargeable to the capital account;

SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)**2.24 Special Construction and Special Arrangements (Cont'd)****2.24.2 Basis for Cost Computation (Cont'd)****B. Annual charges including the following:**

1. cost of maintenance,
2. 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,
3. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items,
4. any other identifiable costs related to the facilities provided, and
5. an amount for return and contingencies.

SECTION 3.0-DESCRIPTION OF SERVICES OFFERED**3.1 Basic Local Exchange Service****3.1.1 General Service Information**

The Company offers basic local exchange telecommunications services to Customers throughout the State of Ohio. The following Company Services for business and residential Customers are covered in this Section:

Local Exchange Services

- Standard Access Line
- Local Residential Line
- Local Business Line

Call Blocking Features

Touch Dial Calling

Directory Listing

Local Number Portability

Maintenance and Installation Charges

Maintenance Visit

Installation/Non-Routine Installation

Order Change

Reconnection

911 Emergency Services

Promotional Service Offerings

Local Exchange Service Offerings

3.2 Local Exchange Services**3.2.1 Standard Access Line**

The Standard Residential or Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. A multi-line subscriber is a Business customer with more than one Line provided by Company. Standard Access Lines enable the Customer to:

- (a) place or receive calls to any station in the local calling area, as defined herein;
- (b) access enhanced 911 Emergency Service where available;
- (c) access the interexchange carrier selected by the Customer for interstate, intrastate, or international calling;
- (d) access Operator Services;

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SECTION 3.0 - DESCRIPTION OF SERVICES OFFERED (CONT'D)**3.2 Local Exchange Services (Cont'd)****3.2.1 Standard Access Line (Cont'd)**

- (e) access Directory Assistance;
- (f) place or receive calls to 800 numbers;
- (g) access Telecommunications Relay Service.

The Company's service will automatically block originating calls to other telephone companies' caller-paid information services (e.g., 900, 976) at no charge. Calls to those numbers and other numbers used for caller-paid information services will be unblocked on a per directory number basis only. Subsequent blocking of 900-type numbers will incur a charge listed in Section 4.

3.2.2 Local Calling Services**A. Local Residential Line Service**

Local Residential Line Service provides Residential Customers with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area. Service may be provided in conjunction with other services and products included in this Section.

B. Local Business Line Service

Local Business Line Service provides a Business Customer with the ability to originate calls from Company-provided access lines to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area. Service may be provided in conjunction with other services and products included in this Section.

3.2.3 Intrastate Presubscription

- A. Intrastate presubscription is a procedure whereby a subscriber designates to the Company the carrier which the subscriber wishes to be the carrier of choice for intrastate toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier.

SECTION 3.0 - DESCRIPTION OF SERVICES OFFERED (CONT'D)**3.2 Local Exchange Services (Cont'd)****3.2.3 Intrastate Presubscription (Cont'd)**

Intrastate presubscription does not prevent a subscriber who has presubscribed to an intrastate toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intrastate toll carrier on a per-call basis.

B. Options

Option A: Subscriber may select the Company as the presubscribed carrier for intrastate toll calls subject to presubscription.

Option B: Subscriber may select his/her interstate toll carrier as the presubscribed carrier for intrastate toll calls subject to presubscription.

Option C: Subscriber may select a carrier other than the Company or the subscriber's interstate toll carrier as the presubscribed carrier for intrastate toll calls subject to presubscription.

Option D: Subscriber may select no presubscribed carrier for intrastate toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intrastate toll calls to the carrier of choice for each call.

C. Regulations

Subscribers of record on the effective date of this Tariff will retain their current dialing arrangements until they request that their dialing arrangements be changed. Subscribers of record or new subscribers may select either Options A, B, C, or D for intrastate presubscription.

Subscribers may change their selected option and/or their presubscribed intrastate toll carrier at any time subject to charges specified in section 4.0 following.

D. Customer Notices

The Company will notify subscribers of the availability of intrastate presubscription. The notice will contain a description of intrastate toll presubscription, how to make an intrastate toll presubscription carrier

SECTION 3.0 - DESCRIPTION OF SERVICES OFFERED (CONT'D)**3.2 Local Exchange Services (Cont'd)****3.2.3 Intrastate Presubscription (Cont'd)****D. Customer Notices (Cont'd)**

selection, and a description of when and what charges apply related to the selection of an intrastate toll carrier.

3.3 Individual Case Basis (ICB) and Term and Volume Discounts

Company may offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms, or conditions of service offered by competitors. In such cases, the prices offered by Company shall not exceed the prices for similar services contained in this Tariff. In addition, a Customer signing a term service agreement to purchase certain term discount eligible services from Company are eligible for a Term and Volume Discount. The Term and Volume Discount percentage may change from month to month if the Customer's monthly volume of charges for certain eligible services increases or decreases. Only eligible services purchased under a single service agreement count towards the applicable Term and Volume Discount. Discounts do not apply to any non-recurring charges, federal, state and local use, excise, sales and privilege taxes; applicable surcharges related to universal service programs, emergency telephone service (911, E911), telecommunications relay service for the hearing impaired; payphone surcharges; and other similar surcharges for required programs.

3.4 Private Switch Automatic Location Identification (PSIALI)

This service is offered subject to the availability of appropriate facilities. It enables the Customer to interface with the E911 database to provide address and location information for the stations that operate behind their switch. This information includes the PBX customers' names, addresses, and other location information which are associated with specific PBX station telephone numbers. The PSIALI Customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated, or a PBX owner/operator who has been required or who desires to provide PBX station specific location information to the E911 system. The PSIALI Customer must be authorized by the 911 jurisdiction to subscribe to PSIALI service, and obtaining such authorization is the responsibility of the Customer. This service is offered as either Standard or Advanced. For Standard PSIALI, information is loaded and managed via Company's existing interface to the database provider. For Advanced PSIALI, the Customer manages 911 information via a direct PC interface to the database provider.

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SECTION 4.0 - SERVICES AND PRICES**4.1 Price Sheets- ALL TERRITORIES****4.1.1 Access Line & Extension Lines****4.1.2 Local Residential Service**

Flat Rate Service, per line, per month \$10.86

4.1.3 Exchange Service

Mileage Basis \$11.32

4.1.4 Local Business Line Service

Measured Rate Service: \$8.83

Monthly recurring charge, per line: \$21.79

4.2 Local Calling Plans

[RESERVED FOR FUTURE USE]

4.3 Miscellaneous Local Feature Charges

[RESERVED FOR FUTURE USE]

4.4 Usage Service

Customers subscribing to the Company's exchange access service may utilize local usage services to place calls to and receive calls from parties located in the Company's local usage service area.

4.4.1 Residence Local Unlimited consists of a fixed monthly rate for all Local calls.

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SECTION 4.0 - SERVICES AND PRICES (CONT'D)**4.5 Maintenance and Installation Charges****4.5.1 Installation**

Connect new exchange access line	\$67.34
Move, change or add service/equipment	\$23.22
Record type change only	\$18.57

4.6 Network Access

[RESERVED FOR FUTURE USE]

4.7 Miscellaneous Service Charges

[RESERVED FOR FUTURE USE]

SECTION 5.0 – LOCAL CALLING AREAS**5.1 Service Areas and Rate Groups**

The Company's exchange areas and local calling areas are identical to those defined in the tariffs of the incumbent local exchange company serving each exchange area. To that end, the Company provides service in the exchange areas served by the following local exchange companies and concurs in their filed exchange areas, exchange rate classification criteria and exchange maps:

AT&T Ohio;

Frontier North, Inc.;

Cincinnati Bell Telephone Company LLC and;

United Telephone Company of Ohio d/b/a CenturyLink