

To:  
The Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street  
Columbus, OH 43215-3793

The attached two tariffs represent the approved final tariffs that Comlink, L.L.C dba Netrino, L.L.C has filed with the Public Utilities Commission of Ohio as part of the application to become certified as a CLEC in the state of Ohio (case #: 13-1145-TP-ACE). The two tariffs have received the TRF docket number 90-9410-TP-TRF.

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

**REGULATIONS AND SCHEDULE OF INTRASTATE ACCESS CHARGES**

Descriptions, Regulations, Terms and Conditions, and Rates and Charges applicable to competitive access telecommunications services furnished by Comlink, L.L.C. dba Netrino, L.L.C. ("Company") to and from points in the state of Ohio. This Tariff is on file with the Public Utility Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business, 1515 Turf Lane, East Lansing, Michigan, 48823.

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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Issued: May 31, 2013

Issued by the Public Utilities Commission of Ohio  
John Summersett, Chief Operating Officer  
1515 Turf Lane  
East Lansing, MI 48823

Effective: July 1, 2013

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

### 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

**CHECK SHEET**

The title page and all pages of this Tariff are effective as of the date shown. Original and revised pages, as listed below, comprise all changes from the original Tariff in effect on the date indicated.

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### **APPLICATION OF TARIFF**

This Tariff contains regulations, rates and charges applicable to the provision of access services by Comlink, L.L.C. dba Netrino, L.L.C. to Customers.

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

### **SERVICE AREA DESCRIPTION**

Comlink, LLC will offer services 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.

**SECTION 1.0-DEFINITIONS**

**ACCESS CODE** -Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.

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

**ACCESS SERVICE REQUEST (ASR)** - The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

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

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

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

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

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

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

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

**COMMISSION** - The Ohio Public Utilities Commission.

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

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

**SECTION 1.0 –DEFINITIONS (CONT'D)**

COMPANY – Comlink, LLC

CONSTRUCTIVE ORDER - Delivery of calls to or acceptance of calls from the Company's locations constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

CUSTOMER -Any individual, partnership, association, corporation or other entity which subscribes to or uses the services offered under this Tariff, including Interexchange Carriers.

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

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

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

END USER - Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to local exchange services, interexchange services, CMRS, VoIP services, or other telecommunications service provided by an Exchange Carrier, Common Carrier, Wireless Provider, VoIP Provider or other provider of services that transit the Company's facilities.

ENTRANCE FACILITY - A trunk facility connecting the Customer's point of presence with the local switching center.

ENTRY SWITCH -First point of switching.

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

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

FIRM ORDER CONFIRMATION (FOC) - Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

**SECTION 1.0 -DEFINITIONS (CONT'D)**

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

**INDIVIDUAL CASE BASIS** - service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**INTER-MTA TRAFFIC** - Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to End Users in another MTA.

**INTEREXCHANGE CARRIER (IXC) OR INTEREXCHANGE COMMON CARRIER** - Any person, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

**INTERNET PROTOCOL (IP):** The method or protocol by which data is sent from one computer to another on the Internet.

**INTERNET PROTOCOL (IP) SIGNALING:** A packet data-oriented protocol used for communicating call signaling information.

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

**INTRA-MTA TRAFFIC** - Wireless traffic originating on the network of a CMRS provider within a MTA and terminating to End Users in the same MTA.

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

**LINE INFORMATION DATA BASE (LIDB)** - The data base which contains base information such as telephone numbers, calling cud numbers and associated billed number restriction data used in connection with the validation and billing of calls.

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

**LOCAL CALLING AREA** -A geographical area, as defined and approved by the Commission in which an End User may complete a call without incurring toll usage charges.

**SECTION 1.0-DEFINITIONS (CONT'D)**

**LOCAL TRAFFIC** - Traffic, other than 8XX calls, is "Local Traffic" under this tariff if (i) the call originates and terminates in the same exchange area or (ii) the call originates and terminates within different Company Exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes.

**MAJOR TRADING AREAS (MTAs)**-Broadband PCS service areas as defined in 47 C.F.R. 24.202(a).

**MEET POINT BILLING** - The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

**MESSAGE** -A Message is a Call as defined above.

**MOBILE TELEPHONE SWITCHING OFFICE (MTSO)** - Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

**NON-RECURRING CHARGES** - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**OFF-HOOK** -The active condition of Switched Access Service or a telephone exchange line.

**ON-HOOK** -The idle condition of Switched Access Service or a telephone exchange line.

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

**OUT OF BAND SIGNALING** - An exchange access signaling feature which allows Customers to exchange call control and signaling information over a communications path which is separate from the message path.

**POINT OF PRESENCE** - Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

**POINT OF TERMINATION** -The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**PREMISES** -A building or buildings on contiguous property, not separated by a public highway or right-of-way.



**SECTION 1.0 -DEFINITIONS (CONT'D)**

**PRESUBSCRIPTION** -An arrangement whereby a Customer selects and designate to the Company or other LEC a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier (PIC).

**PRIMARY INTEREXCHANGE CARRIER (PIC)** -The interexchange carrier (IXC) designated by the Customer as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

**RECURRING CHARGES** - The monthly charges to the Customer for services, facilities and equipment. Such charges continue for the agreed upon duration of the service.

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

**SERVICE(S)** - The Company's telecommunications Access Services offered on the Company's Network.

**SIGNALING POINT OF INTERFACE** - The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

**SIGNALING SYSTEM 7 (SS7)**\_- The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

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

**SWITCHED ACCESS** -Where originating or terminating access between an end user and an interexchange carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using services of the local switched network.

**SWITCHED ACCESS SERVICE** - Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to Carriers, as defined in this Tariff.

**TERMINATING DIRECTION** -The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

**TIME DIVISION MULTIPLEXING (TDM)**\_- A method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).

**SECTION 1.0 -DEFINITIONS (CONT'D)**

**VOIP PROVIDER** - Any individual association, corporation, governmental agency or any other entity that is providing voice over Internet protocol. The VoIP provider may or may not be certified by the Ohio Public Utilities Commission.

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

**TRUNK** -A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**TRUNK GROUP** -A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

**WIRE CENTER** -A physical location in which one or more central offices, used for the provision of exchange service, are located.

**SECTION 2.0 -GENERAL RULES AND REGULATIONS****2.1 UNDERTAKING OF THE COMPANY**

- 2.1.1 The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this Tariff.
- 2.1.2 Services and facilities provided under this Tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this Tariff.
- 2.1.3 The Company will provide the Customer reasonable notification of service-affecting activities within its control that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.
- 2.1.4 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. Notwithstanding the above, 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,
  2. the reception of signals by Customer-provided equipment, or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- 2.1.5 The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- 2.1.6 The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)****2.2 LIABILITY OF THE COMPANY**

- 2.2.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.2.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.2.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.2.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.
- 2.2.5 Non-Routine Installation - At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.
- 2.2.6 Special Construction - Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)****2.2 LIABILITY OF THE COMPANY (CONT'D)****2.2.6 Special Construction (Cont'd)**

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

Special construction charges for Switched Access Service will be determined on an individual use basis.

- 2.2.7 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.
- 2.2.8 No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.2.9 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.2.10 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.

**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)****2.2 LIABILITY OF THE COMPANY (CONT'D)**

- 2.2.11 Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- 2.2.12 Notwithstanding the Customer's obligations as set forth below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service, and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others, all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 2.2.13 The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications, patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier, or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

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 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 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)****2.3 USE OF FACILITIES AND SERVICE****2.3.1 Use of Service**

- A. Service may be used for any lawful purpose by the Customer or by any End User.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- D. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

**2.3.2 Limitations**

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, allocate the use of existing facilities, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an

**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)****2.3.2 Limitations (Cont'd)**

adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

**2.3.3 Customer-Authorized Use**

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. A Customer that uses access services provided by Company without submitting an actual order will be presumed to have ordered access services by using said services and charging its End User for retail services that could not be provided without the use of access services.

**2.3.4 Use and Ownership of Equipment**

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



**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)****2.4 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. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service. When a service is discontinued prior to the expiration of the minimum period, charges per Section 4 are applicable, whether the service is used or not.

**2.5 PAYMENT FOR SERVICE RENDERED**

2.5.1 Service is provided and billed on a monthly basis. Invoices are due and payable upon receipt. In the event that the Company incurs fees or expenses collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower on bills not paid within 30 days of receipt. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from other costs incurred in collecting charges owed to the Company.

2.5.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company in accordance with Section 2.8 following.

2.5.3 The Customer shall be responsible for and reimburse Company for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon Company relating to usage incurred by the Customer in connection with the Services. The Customer hereby indemnifies Company for all Third Party Charges and agrees to defend and hold Company harmless for all damages, losses, claims or judgments arising out any Third Party Charges.

**2.5.4 Taxes**

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

**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)****2.5 PAYMENT FOR SERVICE RENDERED (Cont'd)**

2.5.5 The Company reserves the right to assess a service charge equal to \$30.00, or the actual fee incurred by company from a bank or other financial institution, whichever is greater, whenever a check or draft presented for payment of service is returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.5.6 Application of Late Payment Charge**

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the payment due date falls on a Saturday, Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

2.5.7 In any action between the parties to enforce any provision of this Tariff, Company shall be entitled to recover its legal fees and court costs from the Customer in addition to other relief a court may award when it is the prevailing party.

**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)****2.6 DEPOSITS**

- 2.6.1 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 Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed three times the anticipated monthly recurring revenue to be paid by the Customer. All deposit amounts, refunds and interest payments will comply with the PUCO Rules and Regulations governing telephone utilities.
- 2.6.2 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.
- 2.6.3 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.
- 2.6.4 The Company will pay interest at the rate permitted by law.

**2.7 ADVANCE PAYMENTS**

[RESERVED FOR FUTURE USE]

**2.8 DISPUTED BILLS**

- 2.8.1 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.
- 2.8.2 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- 2.8.3 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth herein.
- 2.8.4 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.

**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)**

**2.8 DISPUTED BILLS (Cont'd)**

- 2.8.5 The Customer shall notify the Company of any disputed items on an invoice within ninety (90) days of receipt of the invoice.
- 2.8.6 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.
- 2.8.7 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

**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)****2.9 INSPECTION, TESTING, AND ADJUSTMENT**

- 2.9.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.9.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.9.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)**

**2.10 SUSPENSION OR TERMINATION OF SERVICE**

**2.10.1 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:

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

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

**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)**

**2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)**

**2.10.2 Exceptions to Suspension and Termination**

Access service shall not be suspended or terminated for:

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

**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)**

**2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)**

**2.10.3 Verification of Nonpayment**

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



**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)****2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)****2.10.4 Termination for Cause Other Than Nonpayment****A. General**

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
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 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)****2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)****2.10.4 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. Permitting fraudulent use.

**C. Abandonment or Unauthorized Use of Facilities**

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
  - a) No charge shall apply for the period during which service had been terminated, and
  - b) A Reconnection charge of \$50.00 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.

**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)**

**2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)**

**2.10.4 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.

**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)****2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)****2.10.5 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.

**2.11 CANCELLATION OF SERVICE BY THE CUSTOMER****2.11.1 General**

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

**2.11.2 Cancellation of Application for Service**

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)****2.11 CANCELLATION OF SERVICE BY THE CUSTOMER (Cont'd)****2.11.2 Cancellation of Application for Service (Cont'd)**

- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

**2.12 CANCELLATION OF SERVICE BY THE COMPANY**

2.12.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.11 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this Tariff.

2.12.2 The Company may refuse or discontinue service to a Customer without notice under the following conditions:

- A. For violation of law or this Tariff; Except as provided elsewhere in this Tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- B. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- C. In the event of a national or local emergency in which the Company has reason to believe that its services may be used for causing terrorist acts or harm to citizens.

**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)****2.12 CANCELLATION OF SERVICE BY THE COMPANY (Cont'd)****2.12.2 (Cont'd)**

- D. In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- E. In the event of tampering with the equipment or services of the Company or its agents.
- F. In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- G. If any of the facilities, appliances, or apparatus on Customer's premises are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

2.12.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- B. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)****2.12 CANCELLATION OF SERVICE BY THE COMPANY (Cont'd)****2.12.3 (Cont'd)**

- D. For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days' notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- E. For use of telephone service for any property or purpose other than that described in the application.
- F. For Customer's breach of any contract for service between the Company and the Customer.
- G. For periods of inactivity in excess of sixty (60) days.

**2.13 OBLIGATIONS OF THE CUSTOMER****2.13.1 Damages**

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

**2.13.2 Ownership of Facilities**

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

**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)****2.13 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.13.3 Equipment Space and Power**

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

**2.13.4 Testing**

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

**2.13.5 Design of Customer Services**

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

**2.13.6 Network Contingency Coordination**

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.



**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)****2.13 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.13.7 Station Equipment**

The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required, however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.17 following is not applicable.

**2.13.8 Jurisdictional Reports**

- A. For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)****2.13 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.13.8 Jurisdictional Reports (Cont'd)****A. (cont'd)**

If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor which is based on the prior three months' actual usage for Feature Group D terminating access minutes. For originating Toll Free access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the Customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for Toll Free access minutes, the Company will designate the default PIU factor which is based on the prior three months' actual usage. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

- B.** For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
- C.** These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
- D.** The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes -interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 3 following.

**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)****2.13 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.13.8 Jurisdictional Reports (Cont'd)**

- E. Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.13.8(A) preceding.
- F. The Customer reported projected interstate percentage of use as set forth in Section 2.13.8(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.
- G. The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- H. The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)****2.13 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.13.9 Mixed Interstate and Intrastate Access Service**

When mixed Interstate and Intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between Interstate and Intrastate. The percentage provided in the reports as set forth herein will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as Intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state Tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent Intrastate use times actual use (measure or Company assumed average use) times the stated rate.

**2.13.10 Jurisdictional Audits**

- A. The Customer shall keep sufficient detail from which the percentages of interstate and intrastate intraLATA use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.
- B. Initiation of an audit will be at the sole discretion of the Company. An audit may be initiated by the Company for a single Customer no more than once per year. The Customer shall supply required data within 30 calendar days of the Company request.
- C. In the event that an audit reveals that any Customer reported PIU or PLU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Customer shall be back billed for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is shorter period.

**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)**

**2.13 OBLIGATIONS OF THE CUSTOMER (Cont'd)**

**2.13.10 Jurisdictional Audits (Cont'd)**

- D. Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of Access charges to the Company of five percent or more the total switched Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
- E. Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)****2.14 AUTOMATIC NUMBER IDENTIFICATION****2.14.1 General**

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

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

**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)****2.14 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)****2.14.2 Regulations**

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

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

**SECTION 2.0 –GENERAL RULES AND REGULATIONS (CONT'D)****2.14 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)****2.14.2 Regulations (cont'd)**

- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- F. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- G. The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).



**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)**

**2.14 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)**

**2.14.2 Regulations (cont'd)**

H. Where ANI cannot be provided, information digits will be provided to the Customer.

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

**2.14.3 Terms and Conditions**

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement.

**2.15 DETERMINATION OF MILEAGE**

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

**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)****2.16 CALCULATION OF MILEAGE**

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor Tariffs. To determine the airline distance between any two locations, proceed as follows:

- A. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- B. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- C. Square each difference obtained in step b., above.
- D. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- E. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- F. 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.

Formula: /

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)****2.17 ALLOWANCES FOR INTERRUPTION IN SERVICE****2.17.1 General**

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.17.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premises for test and repair by the Company, or continues to make voluntary use of the service, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges 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.

**SECTION 2.0 – GENERAL RULES AND REGULATIONS (CONT'D)****2.17 ALLOWANCES FOR INTERRUPTION IN SERVICE (Cont'd)****2.17.2 Limitations of Allowances**

- A. No credit allowance will be made for any interruption in service:
1. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
  2. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
  3. Due to circumstances or causes beyond the reasonable control of the Company;
  4. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
  5. 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;
  6. When the Customer is known to have planned or participated in terrorism or in acts that may cause harm to citizens;
  7. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
  8. That was not reported to the Company within thirty (30) days of the date that service was affected.

**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)****2.17 ALLOWANCES FOR INTERRUPTION IN SERVICE (cont'd)****2.17.3 Application of Credits for Interruptions in Service**

- A. General Standard. Comlink will use reasonable efforts under the circumstances to maintain its overall network quality. The quality of service provided under this Tariff shall be consistent with other common carrier industry standards, government regulations and sound business practices.
- B. Interruption Defined. For the purpose of applying this provision, the word "interruption" (whether capitalized or not) shall mean a complete loss of service resulting in the inability to complete calls due to equipment malfunction or human errors for a continuous period of more than thirty (30) minutes. "Interruption" does not include, and no allowance shall be given for, service difficulties such as slow dial tone, circuits busy, latency or other network and/or switching capacity shortages. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, Customer is responsible for providing electric power. Additional parameters (such as network availability, latency, packet loss and jitter) for coverage under this Tariff in the event that Customer is purchasing data services are set forth in Schedules A and B (as applicable) of the Service Level Agreement ("SLA") entered into between the Parties.
- C. Interruptions in Service. Subject to the provisions of Schedule A of the SLA, interruptions in service will be credited to Customer as set forth below for the part of the service that the interruption affects. In the event that Customer subscribes to data services from Comlink, Comlink may offer additional service level standards with respect to such services. In such event, a service schedule shall be added to the SLA. The provisions of the SLA shall apply to the interpretation of the service schedule.
- D. Credit for Interruptions. An interruption period begins when Customer reports a service, facility, or circuit to be interrupted through the opening of a trouble ticket and makes it available for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If Customer reports a service, facility, or circuit to be inoperative but declines to make it available for testing and repair, it is considered to be impaired, but not interrupted.
  - a) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro-rata basis against the monthly recurring charges for the affected service and is dependent upon the length of the interruption. Only those facilities on the interrupted

**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)****2.17 ALLOWANCES FOR INTERRUPTION IN SERVICE (Cont'd)****2.17.3 Application of Credits for Interruptions in Service (Cont'd)****D. Credit for Interruptions (Cont'd)****a) (Cont'd)**

portion of the circuit will receive a credit. No credit will be given on the usage sensitive portion of the service and no credit shall apply for interruptions with respect to the advantage service products.

b) A credit allowance will be given for interruptions of 30 minutes or more, upon written request of the Customer no later than ten (10) business days after the occurrence of the outage to either Customer's Comlink Account Manager (if applicable) or to the Comlink Customer support center in East Lansing, MI. Credit allowances will be calculated as follows:

c) If the interruption continues for less than 24 hours:

(i.) 1/30th of the monthly recurring charge if it is the first interruption in the same billing period.

(ii.) 2/30ths of the monthly recurring charge if there was a previous interruption of at least 24 hours in the same billing period.

d) If the interruption continues for more than 24 hours, 1/30 of the monthly recurring charge for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.

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

E. Maximum Credit. In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total monthly recurring charges for that period for the service and facilities furnished by Comlink. Comlink shall issue only one credit for the same incident in the same month, regardless of how many of the parameters in Paragraph C above were affected. The credits set forth in this Tariff and the SLA shall be Comlink's sole liability and Customer's sole remedy in the event of any interruption and under no circumstances shall an interruption be deemed a breach of this Tariff or the SLA.

**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)****2.17 ALLOWANCES FOR INTERRUPTION IN SERVICE (Cont'd)****2.17.3 Application of Credits for Interruptions in Service (Cont'd)**

F. Limitations on Credit Allowances. No credit allowance will be made for:

- a) Interruptions arising from the acts or omissions of, or non-compliance with the provisions of the Agreement or any schedule thereto (including without limitation this Tariff, the SLA, the Service Product Specific Standard Terms and Conditions or Acceptable Use Policy) by, Customer or any authorized user, or any interruptions due to any party other than Comlink or for events happening on any other party's network, including but not limited to Data service providers or other common carriers connected to, or providing service connected to, the service of Comlink or to Comlink's facilities;
- b) Interruptions due to the failure or malfunction of non-Comlink equipment, including service connected to customer provided electric power;
- c) Interruptions of service during any period in which Comlink is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d) Interruptions of service during any scheduled maintenance period or when Customer has released service to Comlink for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- e) Interruptions of service due to force majeure as defined as causes beyond Comlink 's control, including but not limited to: acts of God, 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; insurrection; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

**SECTION 2.0 -GENERAL RULES AND REGULATIONS (CONT'D)****2.18 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 pursuant to any financing, merger or reorganization of the Company.

**2.19 NOTICES AND COMMUNICATIONS**

- 2.19.1 Delivery of calls to or acceptance of calls from the Company's locations over Company-switched exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.
- 2.19.2 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.
- 2.19.3 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 the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.19.4 All notices or other communications required to be given pursuant to this tariff shall 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 deposit 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.
- 2.19.5 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 3.0 -SWITCHED ACCESS SERVICE****3.1 GENERAL**

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate and terminate calls from/to an End User's premises to/from a Customer's premises in where it is provided.

Rates and charges for services other than Switched Access Service, e.g., a Customer interstate toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

**3.2 RATE CATEGORIES**

There are three rate categories which apply to Switched Access Service:

- Carrier Common Line Access
- Local Switching
- Local Transport

**3.2.1 Carrier Common Line Access**

Carrier Common Line Access provides for the use of end users' Company-provided common lines by IXC's for access to such end users to furnish intrastate communications.

**3.2.2 Local Switching**

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

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

**SECTION 3.0 -SWITCHED ACCESS SERVICE (CONT'D)**

**3.2 RATE CATEGORIES (Cont'd)**

**3.2.2 Local Switching (Cont'd)**

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

Information Surcharge are assessed to a Customer based on the total number of access minutes.

**SECTION 3.0 -SWITCHED ACCESS SERVICE (CONT'D)****3.2 RATE CATEGORIES (Cont'd)****3.2.3 Local Transport**

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

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

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

**A. Transmission Paths**

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

Local Transport-	Entrance Facility
	Tandem Switched Transport
	Direct Trunked Transport

**A.1. Local Transport-Entrance Facility**

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

**SECTION 3.0 -SWITCHED ACCESS SERVICE (CONT'D)****3.2 RATE CATEGORIES (Cont'd)****3.2.3 Local Transport (Cont'd)****A.2. Local Transport-Tandem Switched Transport**

- a) The Tandem Switching element includes the access tandem switching associated with the Tandem Switched Transport traffic and is assessed per access minute of use switched through the tandem.
- b) The Tandem Switched Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.
- c) The Tandem Switched Transport Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis.
- d) Tandem Switched Transport requires dedicated tandem trunk ports, end office trunk ports, and common multiplexing.
- e) A Dedicated Tandem Trunk Port is provided for all facilities terminated on the serving wire center side of the access tandem when the customer has requested tandem routing.
- f) Common multiplexing is provided on a usage sensitive basis in conjunction with Tandem Switched Transport. Switched access facilities are connected to the tandem as DS1/T-1 circuits. Multiplexing is required to convert common switched facilities from an operating speed of 44.736 Mbps to an operating speed of 1.544 Mbps.
- g) The End Office Trunk Ports used by multiple customers provides for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic. The End Office Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access.

**SECTION 3.0 -SWITCHED ACCESS SERVICE (CONT'D)****3.2 RATE CATEGORIES (Cont'd)****3.2.3 Local Transport (Cont'd)****A.3. Local Transport-Direct Trunked Transport**

- a) The Local Transport-Direct Trunked Transport provides the transmission path from the serving wire center of the Customer's premises to an end office as an option from the service wire center to a tandem. This transmission path is dedicated to the use of a single customer.
- b) The Local Transport-Direct Trunked Transport rate category is comprised of the sum of a monthly fixed rate and a monthly per mile rate based on the facility provided.

**3.3 OBLIGATIONS OF THE COMPANY**

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

**3.3.1 Network Management**

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

**SECTION 3.0 -SWITCHED ACCESS SERVICE (CONT'D)****3.3 OBLIGATIONS OF THE COMPANY (Cont'd)****3.3.2 Design and Traffic Routing of Switched Access Service**

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

**SECTION 3.0 -SWITCHED ACCESS SERVICE (CONT'D)****3.3 OBLIGATIONS OF THE COMPANY (Cont'd)****3.3.3 Provision of Service Performance Data**

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

**SECTION 3.0 -SWITCHED ACCESS SERVICE (CONT'D)****3.4 OBLIGATIONS OF THE CUSTOMER**

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

**3.4.1 Report Requirements**

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

A. Jurisdictional Reports-When a Customer orders Switched Access Service for both Intrastate and Interstate use, the Customer is responsible for providing reports as set forth in Section 2 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

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

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

**3.4.2 On and Off-Hook Supervision**

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

**3.4.3 Trunk Group Measurements Reports**

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



**SECTION 3.0 -SWITCHED ACCESS SERVICE (CONT'D)**

**3.5 RATE REGULATIONS**

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

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

**3.5.1 Minimum Periods**

Switched Access Service is provided for a minimum period of one (1) month.

**SECTION 3.0 -SWITCHED ACCESS SERVICE (CONT'D)****3.5 RATE REGULATIONS (Cont'd)****3.5.2 Cancellation of Access Service Order**

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

1. Prior to Firm Order Confirmation Date If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.
2. On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a charge equal to the cost incurred in such installation less net salvage, or the charge for the minimum period.

**3.6 PRESUBSCRIPTION**

- 3.6.1 Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for interstate interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IXC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IXC, for any additional change in selection, a non-recurring charge, as set forth in the "Rates" Section, applies.

**SECTION 3.0-SWITCHED ACCESS SERVICE (CONT'D)****3.6     PRESUBSCRIPTION (Cont'd)**

3.6.2   At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of IXC's the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.

- Designate an IXC as a PIC and dial 10XXX or 101XXXX to reach other IXC's.
- Designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101 XXXX for all calls to all IXC's.

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in this tariff, applies. This charge is billed to the end user.

IntraLATA Presubscription Change Charge, per line:

-Manual PIC Change: \$5.50

-Electronic PIC Change: \$1.25

When the interLATA and intraLATA PICs are changed simultaneously, 50% of the intraLATA PIC Change Charge will be waived.

**3.7     ACCESS ORDERING****3.7.1   General**

- A.     Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- B.     A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C.     The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

**SECTION 3.0-SWITCHED ACCESS SERVICE (CONT'D)****3.7 ACCESS ORDERING (Cont'd)****3.7.1 General (Cont'd)****C. (Cont'd)**

1. Customer name and Premises address(es);
2. Billing name and address (when different from Customer name and address); and
3. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

**3.7.2 Access Service Date Intervals**

- A. Access Service is provided with Standard or Negotiated Intervals.
- B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions;
  1. For service provided under a Standard Interval; The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
  2. For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six (6) months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when;
    - a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or

**SECTION 3.0 -SWITCHED ACCESS SERVICE (CONT'D)****3.7 ACCESS ORDERING (Cont'd)****3.7.2 Access Service Date Intervals (Cont'd)**

- b) There is no existing facility connecting the Customer Premises with the Company; or
- c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or;
- d) The Company determines that Access Service cannot be installed within the Standard Interval.

C. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval. All contracts entered into on an Individual Case Basis will be filed with the Commission for approval.

**3.7.3 Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

**3.8 TYPES OF CHARGES**

- 3.8.1 Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.
- 3.8.2 Recurring Charges are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.
- 3.8.3 Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

**SECTION 4.0-RATES AND CHARGES****4.1 RATES AND CHARGES**

Comlink's intrastate switched access rates, both recurring and non-recurring, mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company ("ILEC") which serves the territory in which traffic originates or terminates. The rates, charges and conditions for the provision of intrastate Carrier Access Service are as specified in AT&T Ohio PUCO Tariff No. 20, Part 21; Cincinnati Bell Telephone Ohio PUCO Tariff No. 2; Frontier North Inc. Ohio PUCO Tariff No. 2; and United Telephone Company of Ohio d/b/a CenturyLink Ohio PUCO Tariff No. 1 as they/it now exists, and as they/it may be revised, added to or supplemented.

**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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Issued: May 31, 2013

Effective: July 1, 2013

Issued by the Public Utilities Commission of Ohio  
John Summersett, Chief Operating Officer  
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.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
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6	Original	*	31	Original	*
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11	Original	*	36	Original	*
12	Original	*	37	Original	*
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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. All telephone companies offering basic local exchange service are subject to the Commission's service requirements for basic local exchange service found in O.A.C. 4901:1-6-12.

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.

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**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.)**

**O.A.C.**-Ohio Administrative Code

**O.R.C.**-Ohio Revised Code

**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.

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**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.

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**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;

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**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**

- A. In accordance with O.A.C. 4901:1-6-12(C)(5), if a BLES outage is reported to the Company and lasts more than seventy-two hours, the Company shall credit every affected Customer, of which the Company is aware, in the amount of one month's charges for BLES.
- B. The Customer credit in O.A.C. 4901:1-6-12(C)(5) is not applicable if the condition or failure to repair occurs as a result of any of the following:
  - i) a customer's negligent or willful act;
  - ii) malfunction of customer-owned telephone equipment or inside wire;
  - iii) military action, war, insurrection, riot, or strike;
  - iv) customer missing a repair appointment.

**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:

At least 14 days after the due date of the bill, and then no earlier than seven (7) days after the Company provides the Customer with notice of disconnection, pursuant to O.A.C. 4901:1-6-12(7)-(9).

**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

**SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)****2.6 Suspension or Termination of Service (Cont'd)****2.6.2 Exceptions to Suspension and Termination (Cont'd)**

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 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 O.R.C. 4927.08(B)(6), and O.A.C. 4901:1-6-12(C)(10). 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.

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

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.

**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.

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**SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)****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 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:

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John Summersett, Chief Operating Officer  
1515 Turf Lane  
East Lansing, MI 48823

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

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:

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](http://www.puco.ohio.gov).

**SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)****2.11 Disputes and Complaints (Cont'd)****2.11.3 Bill Insert or Notice (Cont'd)**

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](http://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.

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

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**SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)****2.13 Timing of Calls (Cont'd)****2.13.6 (Cont'd)**

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 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;

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

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.

**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.

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**SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)****2.17 Use (Cont'd)****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.
- 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

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**SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)****2.18 Equipment (Cont'd)****2.18.2 Interference and Hazard (Cont'd)**

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 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.



**SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)****2.19 Application for Service (Cont'd)****2.19.1 Information Required (Cont'd)**

- 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.

**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.

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**SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)****2.20 Service Charges (Cont'd)****2.20.2 Miscellaneous Services Charges (Cont'd)****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.

**2.21 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.

**2.22 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.

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**SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)****2.23 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:

- 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.

**2.23.1 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.

**2.23.2 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:

**SECTION 2.0- GENERAL RULES AND REGULATIONS (CONT'D)****2.23 Special Construction and Special Arrangements (Cont'd)****2.23.2 Basis for Cost Computation (Cont'd)**

- 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;
- 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.

**2.24 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. All contracts entered into on an Individual Case Basis will be filed with the Commission for approval.

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

As provided in O.R.C. 4927.01(1), ““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 September 13, 2010, the effective date of the amendment of this section by S.B. 162 of the 128<sup>th</sup> 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.

**3.2 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;
- (e) access Directory Assistance;

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**SECTION 3.0-DESCRIPTION OF SERVICES OFFERED****3.2 Standard Access Line (Cont'd)**

- (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.

**3.3 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.

**3.4 Intrastate Presubscription**

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.

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.

**SECTION 3.0 - DESCRIPTION OF SERVICES OFFERED (CONT'D)****3.4 Intrastate Presubscription (Cont'd)****3.4.1 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.

**3.4.2 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.

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

**SECTION 3.0 - DESCRIPTION OF SERVICES OFFERED (CONT'D)****3.4 Intrastate Presubscription (Cont'd)****3.4.4 Intrastate Presubscription Change Charge, per line:**

- Manual PIC Change: \$5.50
- Electronic PIC Change: \$1.25

When the interstate and intrastate PICs are changed simultaneously, 50% of the intrastate PIC Change Charge will be waived.

**3.5 Emergency Services (Enhanced 911)**

Allows Customers to reach appropriate emergency services including police, fire, and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

**3.6 Installation Charge**

This charge applies to receiving, recording and processing Customer requests for work to be done in connection with the same service at the same time at one or more locations of that service. It has three possible applications: (1) connection new or additional exchange access lines; (2) move or change existing service and equipment or add new or additional service and equipment other than exchange access; (3) record type only change.

**3.7 Maintenance Visit Charge**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer and the trouble is found to be caused by the Customer's facilities. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request. Prior to visiting a customer premise, where applicable, the Company shall first inform Customers who call with service problems of the network interface device ("NID"), as well as inform these Customers of how to use the NID to isolate trouble to the inside or outside line. If there is no NID at the customer's premises or it is inaccessible to the customer, no maintenance charges shall apply for Company personnel to visit the Customer's



**SECTION 3.0 - DESCRIPTION OF SERVICES OFFERED (CONT'D)****3.7 Maintenance Visit Charge (Cont'd)**

premises for purposes of conducting diagnostics to determine the location of the problem. Should the problem be identified as caused by the Customer's facilities, however, charges shall apply for all work subsequently conducted in the Customer's premises.

**3.8 Directory Listings**

- 3.8.1 The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing. New listings will be available to Directory Assistance within two business days after the date of service connection.
- 3.8.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line of type is required to properly list the Customer, no additional charge is made.
- 3.8.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, which contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.8.4 Each listing must be designated Government, Residential, or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only government listings in the Government Section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

**SECTION 3.0 - DESCRIPTION OF SERVICES OFFERED (CONT'D)**

3.8 Directory Listings

- 3.8.5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule. In the event of an error or omission in the Directory Assistance listing of the name, telephone number, or address of a subscriber, the corrected information will be placed in the files of Directory Assistance and intercept operators within two business days.

**SECTION 4.0 - SERVICES AND PRICES****4.1 Price Sheets- ALL TERRITORIES****4.1.1 Local Residential Service**

Flat Rate Service, per line, per month	\$29.95
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**4.1.2 Local Business Line Service**

Flat Rate Service, per line, per month:	\$80.00
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**4.2 Local Calling Plans**

[RESERVED FOR FUTURE USE]

**4.3 Miscellaneous Local Feature Charges**

[RESERVED FOR FUTURE USE]

**4.4 Installation and Maintenance Visit Charges**

4.4.1 Connect new exchange access line (residential and business customers)	\$100.00
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4.4.2 Move, change or add service/equipment	\$23.22
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4.4.3 Record type change only	\$18.57
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East Lansing, MI 48823

**SECTION 4.0 - SERVICES AND PRICES**

4.5 Network Access

[RESERVED FOR FUTURE USE]

4.6 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

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Issued by the Public Utilities Commission of Ohio  
John Summersett, Chief Operating Officer  
1515 Turf Lane  
East Lansing, MI 48823

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**Case No(s). 13-1145-TP-ACE**

Summary: Tariff Comlink's coverletter and final tariffs in the state of Ohio electronically filed by Ms. Cristina M Megas on behalf of COMLINK