TCG OHIO

TARIFF P.U.C.O. No. 2

LOCAL TELEPHONE EXCHANGE SERVICES

FIRST REVISED SHEET 1 CANCELS ORIGINAL SHEET 1

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

TITLE PAGE

TCG OHIO

Schedule of Rates, Charges, and Regulations Governing Regulated

BASIC LOCAL TELEPHONE EXCHANGE SERVICE

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Applying to the Intrastate Regulated Services in the Following Counties:

Athens, Belmont, Brown, Butler, Carroll, Clark, Clermont, Clinton, Coshocton, Cuyahoga, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Jefferson, Lake, Lawrence, Licking, Lorain, Madison, Medina, Meigs, Monroe, Montgomery, Morgan, Muskingum, Noble, Perry, Pickaway, Preble, Ross, Scioto, Summit, Tuscarawas, Union, Warren, and Washington Service Areas Within the State of Ohio.

SECTION 1

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1. APPLICATION OF TARIFF

- 1.1 This tariff sets forth general terms and conditions applicable to Basic Local Exchange Service offered by TCG Ohio ("TCG") within the local exchange service area as defined herein. Service offerings, rates, and conditions applicable to specific service offerings are set forth in other tariffs of TCG and are in addition to the general regulations contained herein.
 - Basic Local Exchange Service is furnished for the use of end-users in placing and receiving local telephone messages within a local calling area. Entities desiring access to the Company network for the purpose of originating or terminating other forms of communication may obtain such access pursuant to the Company's Access and Interconnection Tariff.
- 1.2 When services and facilities are provided in part by TCG and in part by other companies, the regulations of TCG apply only to that portion of the service or facilities furnished by it.
- 1.3 When services and facilities provided by TCG are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of TCG apply only to the use of TCG's services and facilities.
- 1.4 TCG may offer various unregulated services in conjunction with or ancillary to its regulated services from time to time. The rates, terms, and conditions of unregulated services are described in the TCG Ohio Service Guide. Any unregulated services not described in the Service Guides will be governed by contract between TCG and the Customer.
- Services, features and functions will be provided where facilities 1.5 are available. Such facilities include, but are not limited to, billing capability, technical capability and the ability of the Company to purchase underlying services, features and functions and/or unbundled network elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs). In the event that changes occur, including regulatory changes, that affect either the availability of facilities to the Company or the terms and conditions upon which they are obtained, the Company reserves the right to modify its terms and conditions, upon 30 days notice. The foregoing is in addition to all other existing rights retained by the Company to modify or terminate any contract or tariffed service at any time. In the event that the Company makes a material modification of its terms and conditions, customers shall have an opportunity to cancel contracts or tariffed services without penalty.

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LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 1

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1. APPLICATION OF TARIFF

- The Company reserves the right to increase charges for the services provided to the customer, regardless of any term commitment, as a result of (a) expenses incurred by the Company reasonably relating to regulatory assessments stemming from an order, rule or regulation of any regulatory authority or court having competent jurisdiction, (b) other governmental charges or fees, (c) charges or payment obligations imposed on international calls to mobile numbers, or (d) reductions in amounts other carriers are required to pay the Company or increases in the amount the Company is required to pay to other carriers. In this event, customers shall have an opportunity to cancel contracts or tariffed services without penalty. Customers with tariffed based contracts will be held to the terms and conditions of their contract until such contract is expired.
- 1.7 The Basic Local Exchange Service described in this tariff are subject to the jurisdiction of the Public Utilities Commission of Ohio (PUCO). The Company offers services that are not subject to the jurisdiction of the PUCO; these include, but are not limited to, wireless, DSL and Internet access.
- 1.8 This tariff applies only for the use of the Company's Basic Local (T) Exchange Service for communications within local and IntraLATA calling areas. This includes the use of TCG Ohio's network to complete an end-to-end local communication; and to obtain access to the intrastate services offered by other service providers.
- 1.9 The provision of Basic Local Exchange Service is subject to existing regulations specified in the tariffs and or Service Guide of TCG Ohio, and may be revised, added to, or supplemented by superseding issues.
- 1.10 The Basic Local Exchange Service offered and contained herein is subject to available facilities and authorization from the local municipalities in the jurisdiction where the service is offered.

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ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

2. GENERAL REGULATIONS

2.2 <u>Undertaking of the Company</u>

A. General

- The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- 2. Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 3. 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 not offered by the Company. 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.

B. Shortage of Equipment or Facilities

- 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.
- 2. The furnishing of Basic Local Exchange 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.

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2. GENERAL REGULATIONS

2.2 <u>Undertaking of the Company (Cont'd.)</u>

C. Terms and Conditions

- Basic Local Exchange Service is provided on the basis of a minimum period of at least one month, 24-hours per day.
 For the purpose of computing charges in the tariffs of the Company, a month is considered to have 30 days.
- 2. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 3. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 4. In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 5. The tariffs of the Company shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

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2. GENERAL REGULATIONS

2.2 <u>Undertaking of the Company (Cont'd.)</u>

D. Liability of the Company (Cont'd.)

- 5. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the fight to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- 6. The Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 7. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 8. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 9. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but are not limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

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2. GENERAL REGULATIONS

2.2 <u>Undertaking of the Company (Cont'd.)</u>

D. Liability of the Company (Cont'd.)

- 10. The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 11. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability or fitness for a particular use, except those expressly set forth in its tariffs.
- 12. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with TCG Ohio Basic Local Exchange Service.
- 13. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

E. Notification of Service-Affecting Activities

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

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2. GENERAL REGULATIONS

2.2 <u>Undertaking of the Company (Cont'd.)</u>

G. Non-routine Installation

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

H. Ownership of Facilities

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

I. Optional Rates and Information Provided to the Public

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

J. Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

K. <u>Governmental Authorization</u>

The provision of TCG Basic Local Exchange Service is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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2. GENERAL REGULATIONS

2.5 <u>Payment Arrangements (Cont'd.)</u>

C. Advance Payments

To safeguard its interests, the Company may require a Business Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and the first month's recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an mount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

A customer whose service has been discontinued for non-payment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

D. <u>Deposits</u>

- 1. To safeguard its interests, the Company may require a Business Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- A deposit may be required in addition to an advance payment.
- 3. When service is terminated, the amount of the deposit will be applied to any indebtedness to the Company for service charges. Cash deposits are not to exceed 230% of a reasonable estimate of one month's service charges for the installation of Basic Local Exchange Service for any person that it determines, in its discretion, is not creditworthy.

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2. GENERAL REGULATIONS

2.5 <u>Allowances For Interruptions in Service</u>

- A. Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- B. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C. No interruption allowance shall be made for failures in facilities provided with or by other carriers except as may otherwise be provided in other Sections of this tariff. Credit is not allowed for interruptions to service of less than seventy-two hours.

Basic Local Exchange Service subscribers who experience a service interruption in excess of seventy-two hours and who call to report the outage to the Company shall be provided a credit equal to at least one month's charges for any local services rendered inoperative.

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6. SUPPLEMENTAL SERVICES

6.1 <u>Connection Charges</u>

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A. Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 2 of this Tariff.

Refer to the Price List.

B. Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

1. Move

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

2. Add

The addition of a vertical service to existing equipment and/or service at one location.

3. Change

Change, including rearrangement or reclassification of existing service at the same location.

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6. SUPPLEMENTAL SERVICES

6.1 <u>Connection Charges (Cont'd.)</u>

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C. Customer Not Ready Charge

Where the Company notifies the Customer in advance of possible expenses associated with special arrangements of facilities or equipment, and such expenses are incurred by the Company before its receipt of a cancellation or date change notice from the Customer, or where the Company notifies the Customer in advance of possible special expenses and then incurs an expense for special construction, the Customer may be charged a rescheduling charge equal to the non-recurring charges per arrangement, per reschedule, plus any additional unavoidable expenses the Company incurs as a result of the delay.

6.2 <u>Charges Associated with Premises Visit</u>

A. Terms and Conditions

The customer may ask for an estimate or a firm bid before requesting a Company technician to visit the customers' premises. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time (measured in 1/2 hour increments) and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested. Special Construction charges are identified in Section 2.

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6. SUPPLEMENTAL SERVICES

Primary Interexchange Carrier "PIC" Change Charge 6.3

A PIC Change Charge is a non-recurring charge. It applies to existing Local Service customers who request a change in their PIC designation for pre-subscription of IntraLATA service. The charge is applied on a per-line or per trunk basis. When both the IntraLATA and InterLATA designation is changed at the same time, only one PIC change charge applies. If the IntraLATA PIC is changed simultaneously with the InterLATA PIC, a 50% discount of the IntraLATA PIC will apply.

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6. SUPPLEMENTAL SERVICES

6.4 <u>Service and Promotional Trials</u>

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A. General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

B. Regulations

- 1. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- 2. During a Service Trial, the service is provided to all eligible customers who ask to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- 3. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- 4. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- 5. The Company retains the right to limit the size and scope of a Promotional Trial.

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6. SUPPLEMENTAL SERVICES

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7. END USER NETWORK ACCESS SERVICES - VOICE

7.1 Introduction

The Company undertakes to provide end users with voice-grade network access services as described in this tariff. End User Network Access Service provides a Customer with the ability to connect its terminal equipment, inside wiring, or transmission facilities to the Company's switched network for the origination and reception of telephonic communications, and includes optional features designed to facilitate the use or expand the functionality of communications services. Services may be provided by the use of the Company's own facilities, by resale of services provided by other telephone companies, or by a combination of these methods.

Each End User Network Access Service is provided in the form of a Port (with an integral Terminal Interface) which corresponds to one or more analog, voice grade communications channels. Voice-grade access services are designed to transmit any electrical signal within the nominal frequency range of 300 to 3000 Hz. Customers may transmit any form of signals, including data transmissions, that are compatible with the transmission parameters of the service, but the Company does not warrant that the services will be suitable for any purpose other than voice communication.

The following End User Network Access Services are offered:

7.2 <u>Access to Public Switched Network Services</u>

- A. End User Network Access Services provide a Customer with one voice-grade Port connection to the Company's switched network, each of which enables the Customer to:
 - Receive calls from other stations on the public switched telephone network;
 - 2. Access to Basic Local Exchange service and usage of telephone-company provided services over the primary access line of service, which is not part of a bundle or package of services, enabling the customer to originate or receive voice communications with a local service area.
 - 3. Access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling;

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7. END USER NETWORK ACCESS SERVICES - VOICE

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7. END USER NETWORK ACCESS SERVICES - VOICE

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7. END USER NETWORK ACCESS SERVICES - VOICE

7.3 Reserved for Future Use

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7.4 <u>Interconnection of Interstate Facilities</u>

Users may interconnect communications facilities that are used in whole or in part for interstate communications to End User Network Access services only to the extent that the User is an "end user" as defined in Section $69.2\,(\text{m})$, Title 47, Code of Federal Regulations (1992 edition).

Interconnection is available only to carriers which are certified by the Public Utilities Commission of Ohio to provide intrastate local exchange services.

Local traffic exchange provides the ability for another local exchange provider to terminate traffic on the Company's network. In order to qualify for local traffic exchange, the call must: (a) be originated by an end user of a company that is authorized by the Public Utilities Commission of Ohio to provide local exchange service, and; (b) originate and terminate within a local calling area of the Company.

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7. END USER NETWORK ACCESS SERVICES - VOICE

7.6 <u>Basic Local Exchange Service</u>

The following Basic Local Exchange Service Options are offered:

PrimePath Business Line Service PrimeOne Local Calling Plans

Basic Local Exchange Service options are offered to Business Customers only.

7.6.1 Usage is timed and rated per call in increments specified in the applicable tariffs and/or service guides. Timing begins with the completion of the connection and ends with the termination of the connection. Partial increments will be rounded up to the next full increment on a per call basis and partial cents will be rounded to the next whole cent, on a per call basis.

7.6.2 Timing of Messages

- A. Unless otherwise indicated, all calls are timed in 6 (six) second increments following the first 18 (eighteen) seconds.
- B. For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- C. For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- D. Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- E. Calls originating in one time period and terminating in another will be billed the rates in effect at the beginning of six second increments.

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10. PRIMEPATH SERVICE*

10.1 Description

PrimePath business line service provides a Customer with one analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. A PrimePath business line is provided for connection to a Customer-provided single-line terminal equipment such as station sets or facsimile machines. A PrimePath business line is a offered as a single business line.

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* Effective April 1, 2008, the price, terms and conditions for customers with two or more lines are now governed by the terms of their written contract or Business Service Agreement, which can be found at http://www.att.com/agreement/.

Material previously appearing on this page can be found in the TCG (N) Ohio Service Guide and Section 10, Page 2. (N)

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10. PRIMEPATH SERVICE

10.2 Service Charges

Non-recurring Service Order Charges apply to various Customer requests on a per order basis. Requests for ordering, connecting, installing, changing or moving of telecommunications services that relate to a business line. Service Order charges will apply to initial service orders and subsequent orders on a per request basis.

In addition to the standard Service Order Charge, the following charges will apply for applicable work performed by the Company after initial installation.

A. Line Move with Dispatch

Non-recurring charges which requires dispatch of company personnel to a single site to move telecommunications services to an existing TCG business line service on a per site and per hour basis. Moves of a business line pertain to these charges. Charges are rounded to the nearest work hour with a 1hour minimum.

B. Record Order Charge

Non-recurring charges associated with maintaining information for billing services. Changes to such information are charged a record order charge on a per request basis.

C. Standard Business Line

Standard Business Lines are analog lines with the ability to originate and terminate voice telephone calls.

(M) Material previously appeared in Section 10, Page 1.

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10. PRIMEPATH SERVICE

10.3 Additional Business Local Calling Plans

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In addition to PrimePath Service, TCG offers the following Business local calling plans.

PrimeOne Local Calling Plan A PrimeOne Local Calling Plan B

The description of PrimePath Service in this tariff is also applicable to PrimeOne Plans, except that the PrimeOne Plans are usage-sensitive services as described in this tariff.

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A. PrimeOne Local Calling Plan A

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PrimeOne Local Calling Plan A is a local measured plan, billed on a per minute of use (MOU) basis. This plan is combined with a discount scheme based on the total dollar volume of usage.

B. PrimeOne Local Calling Plan B

PrimeOne Local Calling Plan B is a local message based plan, billed on a flat-rated per call basis. This plan is also combined with a discount scheme based on the total dollar volume of usage.

10.4 Rate Schedule

A. Non-Recurring Rates

Non-recurring rates apply per the Company's Local Service upon (a) installation of a new service; (b) transfer of an existing service to a different Point of Connection; or (c) a change from one type of service to a different type at the same or different location, such as a change from a Standard Trunk to Standard Line service or vice versa.

PrimePath non-recurring rates are shown in the Price List.

B. Monthly Recurring Rates

PrimePath monthly recurring rates are shown in the Price List.

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(M) Material previously appeared in Section 10, Pages 2 and 5.

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10. PRIMEPATH SERVICE

10.4 Rate Schedule (Cont'd.)

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A. Usage Rates

1. AT&T Ohio Territory -- PrimeOne Usage Discount

Customers who commit to 1, 2, or 3 year term commitments are eligible to receive the discounts as shown in the Price List on their PrimeOne usage charges. Discounts are calculated based on the term commitment and are applied to the total amount of qualifying revenue in a billing period. Customers whose combined PrimeOne and PrimePlus monthly usage exceeds \$100,000.00 will not be eligible for discounts under this plan.

At the end of the Customer's term commitment, the Customer will convert to month-to-month pricing at tariff rates in effect at that time. For services requiring a one month pricing at tariff rates in effect at that time. For services requiring a one year term commitment, the Customer will receive one year term commitment, the Customer will receive one year term rates at tariff rates in effect at that time unless the Customer notifies the Company in writing thirty (30) days prior to the expiration of the Customer's term plan of their intent to discontinue service.

Customers who discontinue service prior to the end of their term commitment will be assessed an early termination charge equal to their average monthly usage charges times the number of months remaining on their term commitment. The average monthly usage will be determined by calculating the Customer's total PrimeOne and PrimePlus usage charges for the first six full months of service and dividing by six. If the Customer has been in service less than six months, the average monthly usage will be determined by calculating the Customer's total usage charges and dividing by the number of months the Customer has been in service.

Customers may discontinue service prior to the end of their term commitment without liability if they migrate to another Company local service offering with a term commitment equal to or greater than their current term commitment.

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(M) Material previously appeared in Section 10, Page 6.

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10. PRIMEPATH SERVICE

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10. PRIMEPATH SERVICE

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PRICE LIST

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PRICE LIST

SUPPLE	EMENTAL SERVICES				
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1.	Restoral Charge				(T)
				Nonrecurring Charge	$\left\{ egin{matrix} {f T} \\ {f T} \end{array} \right\}$
	Business			\$5.00	
2.	Moves, Adds and Cha	nges			(T)
	Business:	<u>Move</u> \$40.00	<u>Add</u> \$40.00	<u>Change</u> \$40.00	
3.	Charges Associated	with Premises	. Visit		(T)
	Per Premises Visit,	Business, (1	./2 hr.)	\$45.00	
4.	Added Labor Charge				(T)
	\$8.00 per 6-minute	increment			
5.	PIC Change Charge*				(T)
	- Manual - Electronic			\$ 5.00 \$ 0.00	
	* All IntraLATA PIC will not be charg			ntil 2015. Customers	

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PRICE LIST

LOCAL EXCHANGE SERVICE

Rate Schedule

A. Non-Recurring Rates

	<u>First</u>	<u> Add'l.*</u>
Service Order Charge:	\$10.00	\$00.00
Connection Charge:	\$40.00	\$40.00

- * Additional lines of the same type as the first line, purchased at the same time and at the same point.
- B. Monthly Recurring Rates

Monthly recurring rates include both connection and usage charges.

Measured Rate Access Line \$27.00

Monthly Recurring Charges: Basic Service Access Line

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LOCAL TELEPHONE EXCHANGE SERVICES

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PRICE LIST

PRIMEPATH SERVICE

The following rate applies to lines that the customers subscribed to on or after April 23, 1998, and before August 7, 1999. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

	<u>Nonrecurring</u> <u>Charqe</u>	Monthly Recurring <u>Charge</u>	(T)
<u>Business Line</u> -Standard	\$25.00	<u>M-to-M</u> \$18.82	

The following rate applies to lines that the customers subscribed to on or after August 7, 1999, and before January 16, 2007. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

	<u>Nonrecurrinq</u> <u>Charge</u>	Monthly Recurring <u>Charge</u>	(T)
Business Line -Standard	\$25.00*	<u>M-to-M</u> \$22.52	

* Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one-year term commitment, and selects TCG as the primary carrier for local and intraLATA toll calling. If the customer terminates the Term Plan prior to expiration, the customer will be billed the appropriate installation charge.

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PRICE LIST

PRIMEPATH SERVICE

A. <u>AT&T Ohio Territory</u>

The following rate applies to lines that the customers subscribed to on or after January 16, 2007, and before February 1, 2008. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

	Nonrecurring Charge	<u>Mon</u>	thly Recu	rring Chai	<u>rge</u>	(T)
Business Line -Standard	\$25.00*	<u>M-to-M</u> \$23.65	<u>1 Year</u> \$21.85	<u>2 Year</u> \$21.55	<u>3 Year</u> \$21.15	

The following rate applies to lines that the customers subscribed to on or after February 1, 2008, and before December 1, 2008. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

	<u>Nonrecurring</u> <u>Charge</u>	Mon	thly Recu	rring Chai	<u>rge</u>	(T)
<u>Business Line</u> -Standard	\$25.00*	<u>M-to-M</u> \$24.90	<u>1 Year</u> \$21.85	<u>2 Year</u> \$21.55	<u>3 Year</u> \$21.40	

* Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one-year term commitment, and selects TCG as the primary carrier for local and intraLATA toll calling. If the customer terminates the Term Plan prior to expiration, the customer will be billed the appropriate installation charge.

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PRICE LIST

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3 Year

\$21.40

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Monthly Recurring Charge

2 Year

\$21.55

1 Year

\$21.85

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PRICE LIST

<u>Nonrecurring</u>

\$25.00*

<u>Charge</u>

PRIMEPATH SERVICE

A. <u>AT&T Ohio Territory</u>

Business Line

-Standard

The following rate applies to lines that the customers subscribed to on or after December 1, 2008, and before May 1, 2011. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

The following rate applies to lines that the customers subscribed

M-to-M

\$26.15

to on or after May 1, 2011. These rates are also applicable to the lines the customers subscribed to prior to May 1, 2011, where on or after May 1, 2011, the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.						
	Nonrecurring Charge	<u>Mon</u>	thly Recu	rring Cha	rqe_	(T)
<u>Business Line</u> -Standard	\$25.00*	<u>M-to-M</u> \$28.15	<u>1 Year</u> \$24.40	<u>2 Year</u> \$24.35	3 Year \$24.30	
<u>Service Charges</u> -Service Order			Nonre	curring C \$ 40.00	<u>harge</u>	(D)
-Line Move/Add w/N	Dispatch, per	hour		\$125.00		(D)
-Record Order Cha:	rge			\$ 20.00		(D) (D)
* Initial installation existing customers as where service is avai	dding new loca	tions (not	applicab?	le for mov	ves),	
minimum one-year term commitment, and selects TCG as the primary carrier for local and intraLATA toll calling. If the customer terminates the Term Plan prior to expiration, the customer will be billed the appropriate installation charge.						(T) (T)
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PRIMEPATH SERVICE (Cont'd.)

B. <u>Cincinnatti Bell Territory</u>

	<u>Nonrecurring Charge</u>	Monthly Recurring Charge	(.I.)
Business Line		M-to-M	
-Standard	\$25.00*	\$47.00	

<u>Service Charges</u> -Service Order	Nonrecurring Charge \$ 40.00	(D)
	4	(D)
<pre>-Line Move/Add w/Dispatch, per hour 1 hour minimum)</pre>	\$125.00	
-Record Order Charge	\$ 20.00	(D)

C. Usage Rates

(As of August 7, 1999 the following rates are available only to current Prime One customers for the duration of their term commitment.)

		First	Each
1.	<u>PrimeOne Calling Plan A</u>	<u>10,000 Calls</u>	Additional Call
	Charge Per Minute of Use	\$.0650	\$.0800

2. PrimeOne Calling Plan B

Per Call \$.0720

Discount Plan for		
<u>Calling Plan B</u>	<u>Amount</u>	Discount
	\$0-\$100.00	0%
	\$100.01-\$500.00	0%
	\$500.01-1,000.00	5%

* Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one-year term commitment, and selects TCG as the primary carrier for local and intraLATA toll calling. If the customer (T) terminates the Term Plan prior to expiration, the customer will be billed the appropriate installation charge.

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PRIMEPATH SERVICE (Cont'd.)

C. <u>Usage Rates (Cont'd.)</u>

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1. PrimeOne Calling Plan A

	<u> </u>	<u>ay</u>
<u>Rate Mileage</u>	<u>1st Min</u>	Add'l Min.
0 - 10	\$0.0360	\$0.0090
11 - 22	\$0.0405	\$0.0135
23+	\$0.0450	\$0.0180

(Night/Weekend: 50% discount applies from 9PM to 8AM Mon.-Fri.; all day Saturday, Sunday and holidays)

2. <u>PrimeOne Calling Plan B</u> <u>All Rate Periods</u> - Per Message \$0.0800