EXHIBIT B

Broadwing Communications, LLC Ohio P.U.C.O. No. 3

 TITLE

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| BROADWING COMMUNICATIONS, LLCRegulations and Schedule of Intrastate ChargesApplying to Local Private Line Services WithinThe State of OhioThis Tariff, Broadwing Communications, LLC Ohio P.U.C.O. No. 3 cancels and replaces Broadwing Communications, LLC P.U.C.O. No. 1 in its entirety. |  |

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| APPLICATION AND REFERENCE1.1 APPLICATIONThis tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Intrastate end-user communications services by Broadwing Communications LLC, to customers within the State of Ohio. Broadwing Communications LLC is a service mark of the Company. Certain terms used generally throughout this tariff are defined below. |  |

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| APPLICATION AND REFERENCE1.3 RESERVED1.4 RESERVED1.5 EXPLANATION OF CHANGE SYMBOLS(C) ‑ To signify a "Change" in existing rate and/or regulation. (D) ‑ To signify the "Deletion/Discontinuance" of rates, regulations, and/or text.(I) - To signify a rate "Increase."(M) - To signify matter "Moved/Relocated" within this document with no change to the material.(N) ‑ To signify "New" text, regulation, service, and/or rates.(R) - To signify a rate "Reduction."(T) ‑ To signify a "Text Change", but no change in rate or regulation.(Z) ‑ To signify a correction. 1.6 RESERVED1.7 RESERVED |  |

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| APPLICATION AND REFERENCE1.8 DEFINITIONSAccess Line: A transmission path, which connects a subscriber location to the carrier's terminal location or switching center.Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.Advance Payment: Part or all of a payment required before the start of service.Authorization Code: A numerical code, one or more of which is assigned to a subscriber to enable Broadwing Communications LLC to identify use of service on his account and to bill the subscriber accordingly for such service. Multiple authorization codes may be assigned to a subscriber to identify individual users or groups of users on his account.Bandwidth: The total frequency band, in hertz, allocated for a channel. Bit: The smallest unit of information in the binary system of notation.Call Back/Camp: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.Company, Carrier, or Broadwing Communications LLC: Broadwing Communications LLC, the issuer of this tariff.Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.Digital Signal Level 1 ("OS-I "): A 1.544 Mbit/s signal (Tl carrier).Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.DSX-1 Panel: Distribution equipment used to terminate and administer DSl (l .544 Mbps) circuits.  |  |

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| APPLICATION AND REFERENCE1.8 DEFINITIONSDuplex Service: Service which provides for simultaneous transmission in both directions.Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.Interconnection: The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by Broadwing Communications LLC and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.Kbps: Kilobits per second, denotes thousands of bits per second.LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82- 0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, associat10n, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.Mbps: Megabits, denotes millions of bits per second.Other Carrier: A person, firm, corporation, or entity regulated by the PSC or the FCC which subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit. Unless otherwise indicated herein, the term "other carrier" when used in this tariff includes entities which are brokers of the service (act as intermediaries for the purpose of reselling), those entities which are processors of the service (enhance the value of the service through substantial incurred costs) and those entities which are underlying carriers or providers of facilities.Point of Presence ("POP"): Point at which responsibility for handling traffic changes over from the local telephone operating company to the interexchange carrier.Premises: The space designated by a Subscriber as its place or places of business for termination of service (whether for its own communications needs or for its resale subscribers). |  |

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| APPLICATION AND REFERENCE1.8 DEFINITIONSRecurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.Subscriber-Provided Equipment: Terminal equipment, as defined herein, provided by a subscriber.Terminal Equipment: Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.Tl: The basic 24-channel 1.544 Mbps pulse code modulation system as used in the United States. Three-Way Calling: Allows a station line user to add a third party to an existing conversation.User or End User: A Customer, Joint User, or any other person authorized by Customer to use service provided under this tariff. |  |

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| REGULATIONS2.1 UNDERTAKING OF THE COMPANY 2.1.1 ScopeThe Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Ohio.Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.2.1.2 Shortage of Equipment or FacilitiesA. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.2.1.3 Terms and ConditionsA. Service is provided on the basis of a minimum period of at least one month, 24- hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company. |  |

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| REGULATIONS2.1 UNDERTAKING OF THE COMPANY 2.1.3 Terms and Conditions (Cont’d)C. Except as otherwise stated in this Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.D. In any action between the parties to enforce any provision of this tariff, the Company shall he entitled to recover its legal fees and court costs from the customer, in the event the Company prevails in the action. In addition, the Company will be entitled to any other relief the court may award.E) Service may be terminated upon written notice to the Customer if:1) The Customer is using the service in violation of the Company's rules or tariffs on file with the Commission; or2) The Customer is using the service in violation of or in non-compliance with the Commission's then-current regulation governing service supplied by the Company; or3) The Customer fails to comply with municipal ordinances or other laws pertaining to telecommunications services; or4) The Customer refuses to permit the Company necessary access to its facilities or equipment.F) This tariff 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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| REGULATIONS2.1 UNDERTAKING OF THE COMPANY 2.1.3 Terms and Conditions (Cont’d)G) Ohio Bell Telephone Company or Any Other Telephone Company of the State of Ohio must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.H) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' customers. At the reasonable request of either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.2.1.4 Liability of the CompanyA) Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God; insurrections; riots; military actions; wars or strikes.C) The Company shall not be liable for:1) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or2) for the acts or omissions of common carriers or warehousemen. |  |

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| REGULATIONS2.1 UNDERTAKING OF THE COMPANY 2.1.4 Liability of the Company (Cont’d)D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations.F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.G) The Company shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.H) 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 the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.I) 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. |  |

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| REGULATIONS2.1 UNDERTAKING OF THE COMPANY 2.1.4 Liability of the Company (Cont’d)J) The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.K) 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.L) Commission authorization of the termination liability language pursuant to the zero-day notice procedure is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.2.1.5 Notification of Service-Affecting ActivitiesThe 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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| REGULATIONS2.1 UNDERTAKING OF THE COMPANY 2.1.6 Provision of Equipment and FacilitiesA) In the event the Company fails to install new service within five business days of an application for new service or fails to install such service by the requested installation date when at least five days’ notice is given, the Company will waive at least one-half the non-recurring installation charges. Furthermore, if the Company fails to install new service within ten business days of an application for new service or fails to install such service by the requested installation date, when at least ten days’ notice is given, the company shall waive all non-recurring installation charges. Such credits shall not be required where:1) Special equipment or service is involved;2) Application is for new service in an undeveloped area where no facilities exist; or3) Applicant or subscriber has not met pertinent tariff requirement.B) Upon the applicants or subscribers request, for each instance where the Company fails to meet a scheduled installation appointment, the Company shall waive at least one-half of the non-recurring installation charges. Also upon request of the applicant or s or outside repair commitment, the Company shall credit the subscribers bill at least one-half of one months charges for any service rendered inoperative. The Company will notify the subscriber of the availability of such credits at the time the appointments are made. The credits required in this paragraph do not apply when either the Company provides the subscriber twenty-four hour notice of its inability to meet the appointment or the effects of a natural disasters prohibit the Company from providing such notice.C) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.D) 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 the Customer.E) 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 the Company provided it. |  |

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| REGULATIONS2.1 UNDERTAKING OF THE COMPANY 2.1.6 Provision of Equipment and Facilities (Cont’d)F) 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.G) 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; or2) the reception of signals by Customer-provided equipment; or3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.H) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.2.1.7 Non-routine InstallationAt the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. Jn 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. |  |

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| REGULATIONS2.1 UNDERTAKING OF THE COMPANY 2.1.8 Special ConstructionSubject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable effort’s basis at the request of the Customer. Special construction is that construction undertaken:A) where facilities are not presently available and there is no other requirement for the facilities so constructed;B) of a type other than that which the Company would normally utilize in the furnishing of its services;C) over a route other than that which the Company would normally utilize in the furnishing of its services;D) in a quantity greater than that which the Company would normally construct;E) on an expedited basis;F) on a temporary basis until permanent facilities are available;G) involving abnormal costs; orH) in advance of its normal construction.2.19 Ownership of FacilitiesTitle to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Equipment furnished by the Company on the premises of a subscriber is the property of the Company. |  |

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| REGULATIONS2.2 PROHIBITED USESA) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Ohio Public Utility Commission regulations, policies, orders, and decisions.C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.2.3 OBLIGATIONS OF THE CUSTOMER2.3.1 GeneralThe Customer shall be responsible for:A) the payment of all applicable charges pursuant to this tariff;B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises; |  |

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| REGULATIONS2.3 OBLIGATIONS OF THE CUSTOMER2.3.1 General (Cont’d)D) obtaining, maintaining, and otherwise having full responsibility for all rights-of­ way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3. I (C). Any and all costs associated with the 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 employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;F) complying with all Jaws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of­ way for which Customer is responsible under Section 2.3. J (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; andH) 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. |  |

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| REGULATIONS2.3 OBLIGATIONS OF THE CUSTOMER (CONT’D)2.3.2 Liability of the CustomerA) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.D) Neither subscriber's landlord nor landlord's officers, agents or employees, the building management or any party in interest to the lease under which subscriber occupies space in the building shall have any liability to subscriber arising from the provision or operation of the services and service-related equipment referred to herein, or the interruption or failure thereof from any cause whatsoever. |  |

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| REGULATIONS2.4 CUSTOMER EQUIPMENT AND CHANNELS2.4.1 GeneralA User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.2.4.2 Station EquipmentA) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.2.4.3 Interconnection of FacilitiesA) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.B) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.C) Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations. | A) |

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| REGULATIONS2.4 CUSTOMER EQUIPMENT AND CHANNELS2.4.3 Interconnection of Facilities (Cont’d)D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user'' as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).2.4.4 InspectionsA) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equip­ment and personnel from harm. |  |

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| REGULATIONS2.5 CUSTOMER DEPOSITS AND ADVANCE PAYMENTS2.5.1 Advance PaymentsTo safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount 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. Advanced payments may be required of business customers only.2.5.2 DepositsA) Company may require the Customer to satisfactorily establish his financial responsibility pursuant to and in accordance with the rules governing the establishment of credit and deposits in Chapter 4901 :1-17, Ohio Administrative Code.B) To safeguard its interests, the Company may require the 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. The deposit will not exceed an amount equal to two month's charges for a service or facility which has a minimum payment period of one month plus 30 percent of the monthly estimated charge for a specified customer.C) A deposit may be required in addition to an advance payment.D) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.E) Deposits held more than 180 days will accrue interest at a rate specified by the Ohio Public Utility Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer. Deposits held less than 180 days will not accrue interest. |  |

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| REGULATIONS2.6 PAYMENT ARRANGEMENTS2.6.1 Payment for ServiceThe Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.2.6.2 Billing and Collection of ChargesThe Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.A) Non-recurring charges are due and payable within 30 days after the date of the invoice. Payment received by an authorized agent of the Company shall be treated in the same manner as payment made directly to the Company.B) The Company shall present invoices for monthly Recurring Charges as well as usage charges to the Customer for the preceding billing period.C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued. |  |

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| REGULATIONS2.6 PAYMENT ARRANGEMENTS2.6.2 Billing and Collection of Charges (Cont’d)E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:1) a rate of 1.5 percent per month; or2) the highest interest rate which may be applied under state law for commercial transactions.F) The Customer will be assessed a charge of twenty dollars ($20.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.H) If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges. However, the Company will not insist upon payment of any new bill that is not past due if that bill did not itself cause the disconnection.I) When the Company has undercharged or overcharged the Customer as the result of a miscalculation, inaccuracy, billing, or other continuing problem under the Company's control or under the control of the entity for whom the Company is billing charges:1) The maximum portion of the undercharge that may be recovered from the customer in any billing month, based on the appropriate rates, shall be determined by dividing the amount of the undercharge by the number of months of undercharged or unbilled service, unless the customer agrees to alternative payment arrangements. |  |

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| REGULATIONS2.6 PAYMENT ARRANGEMENTS2.6.2 Billing and Collection of Charges (Cont’d)I) When the Company has undercharged or overcharged… (Cont’d)2) The total overcharge and accrued interest shall be reimbursed to the customer within two billing periods if such reimbursement is justified. The interest rate and terms shall be the same as those for deposits pursuant to rule 4901: 1-17- 0S(C) of the Ohio Administrative Code.3) The Company shall state the total amount to be collected or refunded by the second bill mailed to the Customer after such collection or refund is justified. This rule shall not affect the Company's recovery of regular monthly charges. The Company will not recover a service or billing fee. The Company will not disconnect service to collect an undercharge under this rule, except for nonpayment of the amount lawfully billed under this rule.2.6.3 Discontinuance of Service for CauseA) Upon nonpayment of any amounts for local services owing to the Company, the Company may, by giving seven days prior written notice to the Customer, discontinue or suspend service without incurring any liability. Billed amounts become past due fourteen days after the date postmarked on the bill.B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving seven days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability. |  |

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| REGULATIONS2.6 PAYMENT ARRANGEMENTS2.6.3 Discontinuance of Service for Cause (Cont’d)D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by Jaw, the Company may immediately discontinue or suspend service without incurring any liability.E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.F) In the event of fraudulent use of the Company's network, as set forth and defined in its tariffs on file with the Commission, the Company may suspend or discontinue service after the Company notifies or attempts to notify the Customer. The Customer will be liable for all related costs as set forth in Section 2.9 of this tariff. The Customer will also be responsible for payment of any reconnection charges.G) Once the Company's discontinues service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent). This paragraph applies only to Customers who are under contract with the Company.H) The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll-Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll-Free Service, with 30 days written notice.I) The company will not disconnect service of the Customer if the customer pays the Company the total amount due (or an amount agreed upon between the Company and the Customer to prevent disconnection) on their account by the close of business on the disconnection date listed on the disconnection notice. |  |

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| REGULATIONS2.6 PAYMENT ARRANGEMENTS2.6.3 Discontinuance of Service for Cause (Cont’d)J) The Company may disconnect or suspend service with no notice if an emergency may threaten the health or safety of a person, or the Company's distribution system; or, if the use of a Customer's equipment is used in such a manner that would adversely affect the Company's equipment, its service to others, or the safety of the Company's employees or Customers; or, in the event of tampering with any facilities or equipment furnished and owned by the Company.K) In the event of an emergency that requires the Company to suspend or disconnect service, the Company shall act promptly to assure restoration of service as soon as possible. L) If a Customer or a member of the Customer's household demonstrates that disconnection of service would be especially dangerous to their health, the Company will consider this circumstance when offering extended payment arrangements to avoid disconnection. Payment arrangements shall be offered regardless of the credit class of the customer.M) Unless prevented by circumstances beyond the Company's control or unless a subscriber requests otherwise, the Company shall reconnect previously is connected service by five p.m. on the next business day following either receipt by the Company or its authorized agent of the full amount in arrears for which service was disconnected, or upon verification by the Company that conditions which warranted disconnection of service have been eliminated or agreement by the Company and the Customer on a deferred payment plan and a payment, if required, under the plan.N) For purposes of disconnection, partial payments must be apportioned to regulated local service charges first before being applied by the Company to any toll charges. |  |

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| REGULATIONS2.6 PAYMENT ARRANGEMENTS2.6.3 Discontinuance of Service for Cause (Cont’d)O) Local service may not be refused or disconnected to any application of Customer for any of the following reasons:1) Failure to pay for service furnished to a former subscriber who previously subscribed to service unless the former subscriber and the new applicant for service continue to be members of the same household;2) Failure to pay for a different class of service;3) Failure to pay any amount which is in bona fide dispute. The Company may not disconnect service if the subscriber pays either the undisputed portion of the bill or the amount paid for the same billing period in the previous year; or4) Failure to pay directory advertising charges or any other non-regulated service charges.P) Disconnection NoticeThe notice of disconnection will clearly state:1) A statement that failure to pay the amount required at the Company's office or to one of its authorized agents by the date specified on the notice may result in the disconnection of local or toll or optional services;2) The earliest date when disconnection will occur;3) The reason(s) for disconnection and any actions which the subscriber must take in order to avoid the disconnection, including the total amount required to be pain (which shall not be greater than the past due balance);4) The total amount due to avoid disconnection of local exchange service as defined in paragraph A of this rule;5) The total amount due for toll charges and a statement that nonpayment of charges may result in the disconnection of toll service; |  |

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| REGULATIONS2.6 PAYMENT ARRANGEMENTS2.6.3 Discontinuance of Service for CauseP) Disconnection NoticeThe notice of disconnection will clearly state: (Cont’d)6) The total amount due for non-regulated charges and a statement that nonpayment of such charges cannot result in the disconnection of basic local service or regulated toll service;7) The address and telephone number of the office of the company that the Customer may contact in reference to their account.8) A statement that the PUCO staff is available is available to render assistance with unresolved complaints.2.6.4 Notice to Company for Cancellation of ServiceCustomers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service. Notice should be sent to:Broadwing Communications, LLC200 N. LaSalle StreetChicago, IL 60601Attention: Customer Care2.6.5 Cancellation of Application for ServiceA) Applications for service are non-cancelable unless the Company otherwise agrees. 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 (all discounted to present value at six percent). |  |

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| REGULATIONS2.6 PAYMENT ARRANGEMENTS2.6.5 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, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.2.6.6 Changes in Service RequestedIf the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.2.6.7 Backbilling ProcedureA) The Company will not include on subscriber's bill any previously unbilled charge for service furnished prior to twelve months immediately preceding the date of the bill, except as specified below.B) Subscriber's bill may include charges for service furnished up to one and a half (1 1/2) years prior to the date of the bill in circumstances involving toll fraud.2.6.8 Establishment and Re-establishment of CreditThe Company reserves the right to examine the credit record of all applicants and subscribers. A subscriber whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the Company and to re-establish credit. |  |

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| REGULATIONS2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICEInterruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff 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 in 2.7.1 for the part of the service that the interruption affects.2.7.1 Credit for InterruptionsA) The Company will grant a (I) day credit for fixed charges for service allowance for any service interruption due to failure in the Company's facility. The Company will waive (1) month's fixed charges for any service interruption lasting more than five (5) hours in a billing month due to failure in The Company's facility. Credits will be payable only if the Customer has called in a trouble report within 3 days of the occurrence.B) A service interruption will be deemed to have occurred only if service becomes unusable to Customer as a result of failure of the Company's facility, equipment or personnel used to provide the service in question, and only where the interruption is not the result of: (i) the negligence or acts of Customer or its agents; (ii) the failure or malfunction of non-Company equipment or systems; (iii) circumstances or causes beyond the control of the Company; or (iv) a service interruption caused by service maintenance, alteration or implementation. Such credits will be granted only if: (a) Customer affords the Company full and free access to Customer's premises to make appropriate repairs, maintenance, testing, etc.:and (b) Customer does not continue to use the service on an impaired basis.C) The foregoing states Customer's sole remedy for service interruption under the Agreement and in no event shall the Company be liable for any direct, indirect, incidental, consequential, punitive or special damages to Customer as result of any Company service, equipment, facilities, person or system provided or utilized under this Agreement.D) A credit allowance will be given for interruptions of 15 minutes or more. |  |

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| REGULATIONS2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE2.7.2 Limitations on AllowancesNo credit allowance will be made for:A) Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;C) interruptions due to the failure or malfunction of non-Company equipment;D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; andG) due to circumstances or causes beyond the control of Company; andH) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.2.7.3 Cancellation for Service InterruptionCancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits. |  |

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| REGULATIONS2.8 CANCELLATION OF SERVICE/TERMINATION LIABILITYIf a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.Upon cancellation or termination of service hereunder, Customer will make service available for removal, which will be accomplished by the Company in a careful and reasonably expeditious fashion. If Customer does not make the service or equipment available for removal by the Company, then in addition to all other remedies at law or equity available to the Company, all obligations of Customer will remain in force and effect until removal is accomplished. Customer will continue to pay charges for services during such period.2.8.1 Termination LiabilityCustomer's termination liability for cancellation of service shall be equal to:A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at 8% per year.D) the reasonable removal of all equipment specially ordered to service customers, including: crating, shipping and insurance charges to a location designated by the Company if the Company can utilize the Equipment. |  |

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| REGULATIONS2.9 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK2.9.1 Unauthorized Use of the NetworkUnauthorized use of the Network occurs when a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this tariff.2.9.2 Liability for Credit Card Fraud and Other Unauthorized UseA. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a credit card, provided: (I) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.B) The liability of the Customer for unauthorized use of the network by credit card fraud will not exceed the lesser of $50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.C) The Customer must give the Company written notice that an unauthorized use of the credit card has occurred. |  |

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| REGULATIONS2.10 USE OF CUSTOMER'S SERVICE BY OTHERS2.10.1 Resale and SharingAny service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Ohio Public Utility Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.2.10.2 Joint Use ArrangementsJoint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it. |  |

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| REGULATIONS2.11 TRANSFERS AND ASSIGNMENTSNeither 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; orB) pursuant to any sale or transfer of substantially all the assets of the Company; orC) pursuant to any financing, merger or reorganization of the Company.2.12 NOTICES AND COMMUNICATIONSA) 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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. Mail or other communications should be delivered to:Broadwing Communications LLC200 North LaSalle Street, Suite 1100Chicago, IL 60601 Attn: Customer CareC) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein. |  |

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| APPLICATIONS OF RATES3.1 INTRODUCTIONThe regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.3.2 RATES BASED UPON DISTANCEWhere charges for a service are specified based upon distance, the following rules apply:A) The airline distance between any two rate centers is determined as follows:1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Bellcore document.2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.3) Square each difference obtained in step (2) above.4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage7) FORMULA =  |  |

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| SERVICE AREAS4.1 LOCAL EXCHANGE SERVICE AREASExchange Access Service Areas (EASA) are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Access Services bearing the following NPA-NXX designations are provided in the following areas(1)

|  |  |  |
| --- | --- | --- |
| Geographic Area in which Full Service is Available | NPA | NXX |
| Cleveland | 216 | 373 |
| Independence | 216 | 393 |
| Montrose | 216 | 395 |
| Terrace | 216 | 359 |
| Bedford | 440 | 399 |
| Berea | 440 | 398 |
| Brecksville | 440 | 397 |
| Chagrin Falls | 440 | 394 |
| Gates Mills | 440 | 389 |
| Hillcrest | 440 | 386 |
| Trinity | 440 | 385 |
| Mentor | 440 | 368 |
| Willoughby | 440 | 527 |
| Painesville | 440 | 375 |
| Strongsville | 440 | 378 |
| Victory | 440 | 545 |
| Wickliffe | 440 | 549 |
| Leroy | 440 | 363 |
| Kirtland | 440 | 367 |
| North Royalton | 440 | 372 |

(1) Full service versions of the Company's Exchange Access Services will be provided to Customers, at Customer premises located in these areas pursuant to this tariff to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises is served by a Ohio Bell Telephone Company or any Other Telephone Company of Ohio wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services. |  |

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| LOCAL EXCHANGE SERVICE5.1-10 RESERVED5.11 PRIVATE LINE SERVICE5.11.1 DescriptionPrivate line service provides a dedicated transmission path on a point-to-point basis that does not interface with a Company switch. Private line is an IntraLATA service and is offered on a DS3, OC3, OC12 and OC48 level. Private line service can be utilized either by collocated customers or by customers in a location that is served by the Company’s fiber network (On-Net).5.11.2 RestrictionsThe following restrictions apply to private line service:A. If only one or none of the end-points is On-Net, the private line service is then limited to a DS3 level.B. Private line service for service levels above OC3 is available on an individual case basis.5.11.3 PricingDC3 ..OC3Non-Recurring ChargesInstallation, Equipment & Fiber Pull (if required) $1000 $2500Monthly Recurring ChargesMileage $2500 $75000 mile 0 0each additional mile $ 70 $ 210 |  |

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| MISCELLANEOUS SERVICES6.1 RESTORATION OF SERVICEA restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established. The following rates apply per occasion:Non-RecurringPer occasion $1 to $50.006.2 RESERVED6.3 SERVICE TRIP CHARGEIf an on-premise visit by the Company is required for trouble or service difficulties not resultant from the Company's provided equipment, a Service Trip Charge may be assessed to the subscriber for the visit by the Company and reasonable hourly charges by the technician. The following rates apply per visit:Non-RecurringPer visit $1 to $50.006.4 LABOR CHARGESThe following charges shall apply for labor performed by the Company per Customer request. Labor hours are billed in half-hour increments.Normal business hours: $150.00 first ½ hr, $50.00 each additional ½ hr(Monday through Friday, 8:00 a.m. to 6:00 p.m., except holidays\*)Off-hour business hours: $300.00 first ½ hr, $75.00 each additional ½ hr(Monday through Friday, 6:00 p.m. to 8:00 a.m., except holidays\*)Saturdays, Sundays, & Holidays\*: $500.00 first ½ hr, $125.00 each additional ½ hr\* Holidays include New Year’s Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4) Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25) |  |

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| SPECIAL ARRANGEMENTS12.1 SPECIAL CONSTRUCTION12.1.1 Basis for ChargesWhere the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:A) non-recurring type charges;B) recurring type charges; C) termination liabilities; orD) combinations thereof.12.1.2 Basis for Cost ComputationThe costs referred to in 12.1.1 preceding may include one or more of the following items to the extent they are applicable:A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:1) equipment and materials provided or used,2) engineering, labor and supervision,3) transportation, and4) rights of way;B) cost of maintenance;C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;D) administration, taxes and uncollectible revenue on the basis of reasonable average costs or these items; |  |

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| SPECIAL ARRANGEMENTS12.1 SPECIAL CONSTRUCTION12.1.2 Basis for Cost Computation (Cont’d)E) license preparation, processing and related fees;F) tariff preparation, processing and related fees;G) any other identifiable costs related to the facilities provided; orH) an amount for return and contingencies.12.1.3 Termination LiabilityTo the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.A) The termination liability period is the estimated service life of the facilities providedB) The amount of the maximum termination liability is equal to the estimated amounts for:1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:a) equipment and materials provided or used,b) engineering, labor and supervision,c) transportation, andd) rights of way;2) license preparation, processing, and related fees;3) tariff preparation, processing, and related fees;4) cost of removal and restoration, where appropriate; and5) any other identifiable costs related to the specially constructed or rearranged facilities. |  |

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| SPECIAL ARRANGEMENTS12.1 SPECIAL CONSTRUCTION12.1.3 Termination Liability (Cont’d)C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 12.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 12.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.12.2 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTSArrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB contracts will be submitted to the Commission for review prior to implementation.12.3 TEMPORARY PROMOTIONAL PROGRAMSReserved for future use. |  |

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