

# **Exhibit A**

*Existing tariff pages*

**CHOICE ONE COMMUNICATIONS OF OHIO INC.**

**d/b/a One Communications**

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE AND INTEREXCHANGE SERVICES  
WITHIN THE STATE OF OHIO

Case Number 00-1517-TP-ATA

This tariff applies to the end-user telecommunications services furnished by Choice One Communications of Ohio Inc. d/b/a One Communications ("Carrier") between one or more points in the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 5 Wall Street, Burlington, MA 01803. This tariff will not become effective until an approved interconnection agreement has been filed with the Public Utilities Commission of Ohio.

(C)

Choice One Communications of Ohio Inc. d/b/a One Communications agrees to abide by the regulations contained in the Minimum Telephone Service Standards as set forth in the Ohio Administrative Code.

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Issued: 8/6/09

Effective: 8/7/09

Issued by: Vice President of Regulatory Compliance  
Choice One Communications of Ohio Inc. d/b/a One Communications  
5 Wall Street  
Burlington, MA 01803

Issued under the authority of the Public Utilities Commission of Ohio in Case No. \_\_\_\_\_

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised Sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	2 <sup>nd</sup> Revised*	37	1 <sup>st</sup> Revised	71	Original	92	Original
2	37th Revised*	38	1 <sup>st</sup> Revised	72	Original	93	Original
3	19th Revised	39	Original	73	1 <sup>st</sup> Revised	94	Original
4	23nd Revised	40	2nd Revised	74	1 <sup>st</sup> Revised	95	Original
5	Original	41	1 <sup>st</sup> Revised	75	1 <sup>st</sup> Revised	96	Original
6	Original	42	2nd Revised*	76	1 <sup>st</sup> Revised	97	1st Revised
7	Original	43	Original	77	1 <sup>st</sup> Revised	98	Original
8	Original	44	1 <sup>st</sup> Revised	78	1 <sup>st</sup> Revised	99	Original
9	Original	45	1 <sup>st</sup> Revised	79	1 <sup>st</sup> Revised	100	Original
10	Original	46	1 <sup>st</sup> Revised	80	1 <sup>st</sup> Revised	101	Original
11	Original	47	1 <sup>st</sup> Revised	81	1st Revised	102	1st Revised
12	Original	48	1 <sup>st</sup> Revised	82	1st Revised	103	2nd Revised
13	Original	49	1 <sup>st</sup> Revised	83	2nd Revised	104	2 <sup>nd</sup> Revised
14	Original	50	1 <sup>st</sup> Revised	83.1	1 <sup>st</sup> Revised	105	2nd Revised
15	Original	51	1 <sup>st</sup> Revised	83.2	1 <sup>st</sup> Revised	106	2nd Revised
16	Original	52	1 <sup>st</sup> Revised	83.3	2 <sup>nd</sup> Revised	107	2nd Revised
17	1 <sup>st</sup> Revised	53	Original	83.4	2nd Revised	108	2nd Revised
18	Original	54	1 <sup>st</sup> Revised	83.4.1	2nd Revised	109	1st Revised
19	Original	55	Original	83.5	1 <sup>st</sup> Revised	110	1st Revised
20	Original	56	1st Revised	83.6	1 <sup>st</sup> Revised	111	1st Revised
21	Original	57	1st Revised	83.7	1 <sup>st</sup> Revised	112	1st Revised
22	Original	58	1st Revised	83.8	1 <sup>st</sup> Revised	113	4th Revised
23	Original	59	Original	83.9	1 <sup>st</sup> Revised	114	2nd Revised
24	Original	60	1 <sup>st</sup> Revised	83.10	1 <sup>st</sup> Revised	114.01	4th Revised
25	Original	61	Original	83.11	1 <sup>st</sup> Revised	114.02	3rd Revised
26	Original	62	1 <sup>st</sup> Revised	83.12	1 <sup>st</sup> Revised	114.1	1st Revised
27	Original	63	1 <sup>st</sup> Revised	83.13	1 <sup>st</sup> Revised	114.2	1 <sup>st</sup> Revised
28	Original	64	2nd Revised	83.14	1 <sup>st</sup> Revised	114.3	1 <sup>st</sup> Revised
29	1st Revised	65	2nd Revised	84	1st Revised	114.4	1 <sup>st</sup> Revised
30	1st Revised	66	2nd Revised	85	Original	115	2nd Revised
31	Original	66.1	1 <sup>st</sup> Revised	86	2 <sup>nd</sup> Revised	116	3rd Revised
32	Original	66.2	1 <sup>st</sup> Revised	87	Original	117	1st Revised
33	Original	67	2nd Revised	88	Original	118	1st Revised
34	Original	68	2nd Revised	89	Original	119	2nd Revised
35	Original	69	Original	90	Original	120	1st Revised
36	Original	70	Original	91	1st Revised	121	2nd Revised

\*New or Revised.

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122	1st Revised	155	Original	186.1	3 <sup>rd</sup> Revised*	198.6	2nd Revised*
123	2nd Revised	156	Original	186.2	3 <sup>rd</sup> Revised*	198.7	2nd Revised*
124	2nd Revised*	157	Original	187	1st Revised	198.8	2nd Revised*
125	2nd Revised	158	Original	188	2nd Revised*	198.9	1 <sup>st</sup> Revised*
126	2 <sup>nd</sup> Revised*	159	Original	189	1st Revised	198.10	2nd Revised*
127	1st Revised	160	Original	190	4th Revised*	198.11	2nd Revised*
128	2nd Revised	161	Original	191	2nd Revised*	198.12	2nd Revised*
129	1st Revised	162	Original	192	2nd Revised*	198.13	Original
130	2nd Revised	163	Original	193	Original	199	3rd Revised
131	1st Revised	164	1st Revised	194	4th Revised*	200	4th Revised*
132	2nd Revised	165	Original	194.1	3rd Revised*	201	3rd Revised*
133	2nd Revised*	166	Original	194.2	3rd Revised*	202	2nd Revised*
134	2nd Revised*	167	Original	194.3	3rd Revised*	203	Original
135	2nd Revised*	168	Original	194.4	3rd Revised*	204	4th Revised
136	3rd Revised*	169	Original	194.5	3rd Revised*	205	1st Revised
136.1	Original	170	1st Revised	195	4th Revised*	206	1st Revised
137	Original	171	4th Revised*	195.1	3rd Revised*	207	1st Revised
138	Original	172	2nd Revised*	195.2	3rd Revised*	208	2nd Revised*
139	Original	173	2nd Revised*	195.3	3rd Revised*	209	3rd Revised
140	Original	174	1st Revised	195.4	3rd Revised*	209.1	2nd Revised
141	Original	175	2nd Revised	195.5	3rd Revised*	209.2	2nd Revised
142	Original	176	Original	196	4th Revised*	210	2nd Revised
143	Original	177	Original	196.1	3 <sup>rd</sup> Revised*	211	1st Revised
144	Original	178	Original	196.2	3 <sup>rd</sup> Revised*	212	1st Revised
145	Original	179	Original	196.3	3 <sup>rd</sup> Revised*	213	3rd Revised
146	Original	180	2nd Revised	196.4	3 <sup>rd</sup> Revised*	214	4th Revised*
147	Original	180.1	1st Revised	196.5	3 <sup>rd</sup> Revised*	214.1	3rd Revised*
148	Original	180.2	1st Revised	197	2nd Revised*	214.2	3rd Revised*
149	Original	181	2nd Revised	198	2nd Revised*	215	2nd Revised
150	Original	182	1st Revised	198.1	1 <sup>st</sup> Revised*	216	3rd Revised*
151	Original	183	1st Revised	198.2	2nd Revised*	217	2nd Revised
152	Original	184	1st Revised	198.3	2nd Revised*	218	4th Revised*
153	Original	185	3rd Revised	198.4	2nd Revised*	219	4th Revised*
154	Original	186	4 <sup>th</sup> Revised*	198.5	1 <sup>st</sup> Revised*	219.1	2nd Revised*

\* New or Revised.

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<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
220	3rd Revised*	228.1	1 <sup>st</sup> Revised*	243	Original		
221	3rd Revised	228.2	2nd Revised*	244	Original		
222	4th Revised*	228.3	3rd Revised*	245	Original		
222.1	3rd Revised*	228.3.1	1 <sup>st</sup> Revised*	246	Original		
222.2	3rd Revised*	228.4	1 <sup>st</sup> Revised*	247	Original		
222.3	3rd Revised*	228.5	2 <sup>nd</sup> Revised*	248	Original		
222.4	3rd Revised*	228.6	3 <sup>rd</sup> Revised*	249	3 <sup>rd</sup> Revised*		
222.5	3rd Revised*	228.6.1	1 <sup>st</sup> Revised*	250	Original		
223	4th Revised*	228.7	1 <sup>st</sup> Revised*	251	Original		
223.1	3rd Revised*	228.8	2 <sup>nd</sup> Revised*	252	Original		
223.2	3rd Revised*	228.9	3 <sup>rd</sup> Revised*	253	Original		
223.3	3rd Revised*	228.9.1	1 <sup>st</sup> Revised*	254	1 <sup>st</sup> Revised*		
223.4	3rd Revised*	228.10	1 <sup>st</sup> Revised*	255	1 <sup>st</sup> Revised*		
223.5	3rd Revised*	228.11	1 <sup>st</sup> Revised*	256	1 <sup>st</sup> Revised*		
224	4th Revised*	228.12	1 <sup>st</sup> Revised*	257	1 <sup>st</sup> Revised*		
224.1	3rd Revised*	228.13	1 <sup>st</sup> Revised*	258	1 <sup>st</sup> Revised*		
224.2	3rd Revised*	228.14	1 <sup>st</sup> Revised*	259	1 <sup>st</sup> Revised*		
224.3	3rd Revised*	228.15	Original	260	1 <sup>st</sup> Revised*		
224.4	3rd Revised*	229	Original	261	Original		
224.5	3rd Revised*	230	Original	262	Original		
225	3rd Revised*	231	Original	263	Original		
225.1	2 <sup>nd</sup> Revised*	232	Original	264	1 <sup>st</sup> Revised*		
225.2	2 <sup>nd</sup> Revised*	233	Original	265	1 <sup>st</sup> Revised*		
225.3	2 <sup>nd</sup> Revised*	234	Original	266	2 <sup>nd</sup> Revised*		
225.4	2 <sup>nd</sup> Revised*	235	Original	266.1	1 <sup>st</sup> Revised*		
226	3rd Revised*	236	Original	267	Original		
226.1	2 <sup>nd</sup> Revised*	237	Original	268	2nd Revised		
226.2	2 <sup>nd</sup> Revised*	238	Original	269	6th Revised*		
226.3	2 <sup>nd</sup> Revised*	239	Original	270	Original		
226.4	2 <sup>nd</sup> Revised*	240	Original	271	1 <sup>st</sup> Revised*		
227	1 <sup>st</sup> Revised*	241	Original				
228	Original	242	Original				

\* New or Revised.

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Effective:9/20/00

Issued by: Kim Robert Scovill  
 Vice President, Legal and Regulatory Affairs  
 Choice One Communications of Ohio Inc.  
 100 Chestnut St., Suite 700  
 Rochester, New York 14604

Issued under authority of the Public Utilities Commission of Ohio in Case No. 00-1517-TP-ATA

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EXPLANATION OF SYMBOLS

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

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

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OH-00-01

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EXPLANATION OF TERMS

AGENCY

For 911 or E911 service, the government agency(ies) designated as having responsibility for the control and staffing of the emergency report center.

ALTERNATE ROUTING ("AR")

Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes for a period (night service).

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

ATTENDANT

An operator of a PBX console or telephone switchboard.

AUTOMATIC LOCATION IDENTIFICATION ("ALI")

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

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EXPLANATION OF TERMS (Cont'd.)

## AUTOMATIC NUMBER IDENTIFICATION ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

## CALL INITIATION

The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

## CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

## CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

## CENTRAL OFFICE LINE

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

## CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

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EXPLANATION OF TERMS (Cont'd.)

COMPANY

Choice One Communications of Ohio Inc. unless otherwise clearly indicated from the context.

COMMISSION

Public Utilities Commission of Ohio.

CUSTOMER

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT ("CPE")

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DEFAULT ROUTING ("DR")

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

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EXPLANATION OF TERMS (Cont'd.)

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

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EXPLANATION OF TERMS (Cont'd.)

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

FINAL ACCOUNT

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

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EXPLANATION OF TERMS (Cont'd.)

HANDICAPPED PERSON

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

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EXPLANATION OF TERMS (Cont'd.)

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside the area ("interLATA") service is provided by long distance companies.

LINK

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

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EXPLANATION OF TERMS (Cont'd.)

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line that extend from the serving central office to the originating and to the terminating point.

MESSAGE RATE SERVICE

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

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.

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EXPLANATION OF TERMS (Cont'd.)**MULTILINE HUNT**

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

**ON-NET**

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

**PORT**

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

**PRIVATE BRANCH EXCHANGE SERVICE ("PBX")**

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

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EXPLANATION OF TERMS (Cont'd.)

RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

REFERRAL PERIOD

The time frame, during which calls to a number that has been changed, will be sent to a recording which will inform the caller of the new number.

SELECTIVE ROUTING ("SR")

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

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1 - APPLICATION OF TARIFF

1.1 Application of Tariff

- A. This tariff contains the regulations and rates applicable to intrastate local exchange telecommunications services provided by Carrier for telecommunications between points within the State of Ohio. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- B. The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by an interexchange telephone company or other common carrier for use in accessing the services of Carrier.
- C. The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- D. At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Public Utilities Commission of Ohio. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.
- E. All telephone companies are subject to the commission's rules for minimum telephone service standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under the MTSS and that these safeguards can be found in the appendix to rule 4901:1-5-03 of the Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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(N)

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## 2 - GENERAL RULES AND REGULATIONS

### 2.1 USE OF FACILITIES AND SERVICE

#### 2.1.1 Undertaking of the Company

The Company shall be responsible only for the installation, operation and maintenance of service that it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

#### 2.1.2 Obligation of the Company

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

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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

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Issued by: Kim Robert Scovill  
Vice President, Legal and Regulatory Affairs  
Choice One Communications of Ohio Inc.  
100 Chestnut St., Suite 700  
Rochester, New York 14604

Issued under authority of the Public Utilities Commission of Ohio in Case No. 00-1517-TP-ATA

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

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

#### 2.1.2 Obligation of the Company (Cont'd.)

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

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

#### 2.1.3 Use of Service

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- E. Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

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

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

#### 2.1.3 Use of Service (Cont'd.)

- F. Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- G. Carrier's services may be denied for any use by Customer that is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.
- H. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- I. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- J. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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

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

2.1.3 Use of Service (Cont'd.)

K. PROHIBITED USES

- (1) The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
- (2) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
- (3) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (4) A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- (5) Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.
- (6) The services of the Company shall not be used to transmit impermissible content.

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

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

#### 2.1.4 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

#### 2.1.5 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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

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

#### 2.1.6 Use and Ownership of Equipment

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

#### 2.1.7 Minimum Use Contracts

The Company may offer services which require a minimum use guarantee ("MUG"). The Subscriber agrees to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

Should the Subscriber choose to terminate a MUG agreement prior to its expiration date, the Subscriber will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Carrier's approval, Subscriber converts to another Company service with equal or greater term and minimum usage commitments.

If no minimum usage requirement is specified in the agreement, upon early termination of Subscriber's agreement, Subscriber will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term. The minimum initial billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

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

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

2.1.8 Limitations on Liability

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 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, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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

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

#### 2.1.8 Limitations on Liability (Cont'd.)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 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 Customer-provided equipment or facilities.
- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- F. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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

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

2.1.8 Limitations on Liability (Cont'd.)

- G. The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.
  
- H. 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.
  
- I. 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 facilities or equipment used for or in conjunction with the Company's service.

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

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

#### 2.1.8 Limitations on Liability (Cont'd.)

- J. The Company is not liable for any claims for loss or damages involving:
- (1) Breach in the privacy or security of communications transmitted over the Company's facilities;
  - (2) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
  - (3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
  - (4) Any act or omission in connection with the provision of 911, E911 or similar services;
  - (5) Any noncompletion of calls due to network busy conditions;
  - (6) Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
  - (7) Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.

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

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

2.1.8 Limitations on Liability (Cont'd.)

- K. The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
  
- (1) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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

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

2.1.8 Limitations on Liability (Cont'd.)

K. (Cont'd.)

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

(3) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within one (1) year after the date of the occurrence that gave rise to the claim.

(D)  
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(D)

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

(T)

M. 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.

(T)

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

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

2.1.8 Limitations on Liability (Cont'd.)

(D)

(D)

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

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

#### 2.1.9 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

#### 2.1.10 Use and Ownership of Equipment

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

#### 2.1.11 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services. The Company reserves the right to block services that violate the prohibited use policy.

#### 2.1.12 Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

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

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

#### 2.1.13 Non-routing 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 not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

#### 2.1.14 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

#### 2.1.15 Rights-of-way

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

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

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

#### 2.1.16 Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

#### 2.1.17 Governmental Authorizations

The provision of services under this Tariff 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. 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. 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 Public Utilities Commission of Ohio or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

#### 2.1.18 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

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

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

#### 2.1.19 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Company's network.

The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

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

### 2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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

### 2.3 PAYMENT FOR SERVICE RENDERED

#### 2.3.1 Responsibility for All Charges

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

#### 2.3.2 Deposits

To safeguard its interest, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Rule 4901:1-17 of the Ohio Administration Code. A deposit may be required if the customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. 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 (2) months's charges for tariffed services plus 30% of the monthly estimated charge for a specified customer or; two (2) month's charges for service or facility which has a minimum period of one month. A deposit may be required in addition to an advance payment.

Upon discontinuance of service, the Company, with-in forth-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company. Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:17-05 of the Ohio Administration Code. Deposits held for less than 180 days will not accrue interest.

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Vice President, Legal and Regulatory Affairs  
Choice One Communications of Ohio Inc.  
100 Chestnut St., Suite 700  
Rochester, New York 14604

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

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd.)

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

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd.)

2.3.6 Late Payment Charges

- A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the 14<sup>th</sup> day following the date of the postmark on the envelope containing the company's bill for service.
- B. A late payment charge of 1.5% will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed, but not paid for, but will apply to the accumulated services for which the customer is in arrears. The late payment charges are to be applied without discrimination.
- C. Late payment charges do not apply to final accounts.
- D. Late payment charges do not apply to government agencies of the State of Ohio. These agencies are required to make payment in accordance with applicable state law.

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

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd.)

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

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd.)

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

2.6 TELEPHONE SURCHARGES/TAXES

2.6.1 General

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Ohio gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in th Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

2.6.2 Telecommunications Relay Service (TRS)

Customers may be assessed a charge per line per month to fund the Telecommunication Relay Services for the State of Ohio in accordance with section 4905.84 of the Revised Code. This charge shall in no event exceed the per end user line (or equivalent) assessment of the Public Utilities Commission of Ohio levied upon the Company.

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

### 2.7 FLEXIBLE PRICING (Cont'd.)

#### 2.7.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates.

#### 2.7.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- B. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are not regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- D. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase. See section 2.10.13 of this tariff for special regulations applying to residential customers.

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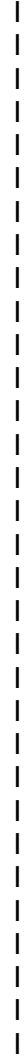
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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

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

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

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

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

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

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

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

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.9.1 Application of Rates

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

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OH-00-01

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

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd.)

2.9.2 Telephone Number Changes

When a business customer change telephone numbers, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned customers. The customer may order a Vanity Number where facilities permit for an additional charge as specified in Section 5.8 of this Tariff.

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

2.9.3 Deposits

A cash deposit may be required, not exceeding two hundred thirty percent of the the customer's average monthly bill based upon the customer's service account billing history for the same recurring regulated charges for the class of service seeking to be established with the telecommunications provider.

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Deposits will be returned to business customers after one year, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance returned to the customer.

2.9.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service. At the option of the Company, the returned check charge may be waived because of extenuating circumstances (i.e., bank error).

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

### 2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

#### 2.10.1 Application of Rates

Residential rates as described in this Tariff apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

#### 2.10.2 Telephone Number Changes

When a residential customer changes telephone numbers, the referral period for the disconnected number is 90 days.

The company reserves all rights to any telephone numbers assigned to customers from local service. Customers may order Vanity Numbers where facilities permit for an additional charge as specified in section 5.8 of this tariff.

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

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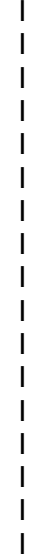




2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

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Effective: 4/29/05

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

### 2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd.)

#### 2.10.4 Installment Billing For Nonrecurring Charges (Cont'd.)

Installment billing is subject to the following restrictions:

- A. Installment billing may be used only by residential customers;
- B. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- C. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- D. More than one installment plan may be in effect for the same customer at the same time;
- E. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- F. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- G. Installment billing payments will continue even when an account is temporarily suspended;
- H. No interest or carrying charges will be applied to the outstanding balance during the installment period.

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

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd.)

2.10.7 Reserved For Future Use

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**2 - GENERAL RULES AND REGULATIONS (Cont'd.)**

**2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd.)**

**2.10.12 Backbilling for Residential Customers**

The Company shall not charge a residential customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than twelve months prior to the mailing of the bill or the upward adjustment unless the conduct of the customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the customer that suspension/termination of service is not permitted for charges billed in excess of twelve months after the service was provided. The customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

**2.10.13 Disconnection Because of Price Increase**

In addition to the terms shown in this tariff, the following applies to residential customers taking service under Flexible Pricing. A residential customer requesting disconnection of service because of a price increase will not be charged any non-recurring charges for the first disconnect request. If the Customer subsequently reconnects to service provided by the Company and again requests disconnection, all applicable non-recurring charges will apply.

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

2.11 CREDIT ALLOWANCES (Cont'd.)

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

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

2.11 CREDIT ALLOWANCES (Cont'd.)

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

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

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2.11.6 Use of Another Means of Communication

If the Customer elects to use another means of communication during the period of interruption, The Customer must pay the charges for the alternative service used.

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

### 2.12 AUTOMATIC NUMBER IDENTIFICATION

#### 2.12.1 General

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

Additional ANI information digits will be transmitted as agreed to by the Customer and the Company.

#### 2.12.2 Up to 7 Digit Outpulsing of Access Digits to Customer

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided.

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

### 2.12 AUTOMATIC NUMBER IDENTIFICATION

#### 2.12.3 Regulations

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

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

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

### 2.12 AUTOMATIC NUMBER IDENTIFICATION (Cont'd.)

#### 2.12.3 Regulations (Cont'd.)

- D. The ANI recipient, or its designated billing agent, is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use, other than those listed above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- F. The ten-digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven-digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).
- G. Where ANI cannot be provided, information digits will be provided to the Customer.

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

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

2.12 AUTOMATIC NUMBER IDENTIFICATION (Cont'd.)

2.12.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telecommunications Carrier may result in the assessment of penalties by the Commission.

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

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Issued by: Vice President of Regulatory Compliance  
Choice One Communications of Ohio Inc.  
d/b/a One Communications  
220 Bear Hill Road  
Waltham, MA 02451

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

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

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

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

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

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3 - CONNECTION CHARGES

3.1 CONNECTION CHARGE

3.1.1 General

The Connection Charge is comprised of a Service Activation Fee that applies for the installation of service at each new service location for either a new or existing customer.

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3 - CONNECTION CHARGES (Cont'd.)

3.1 CONNECTION CHARGE (Cont'd.)

3.1.2 Exceptions to the Charge

The Company may from time to time waive or reduce the charge as part of a promotion.  
See Section 5.3.

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3.2 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 1 of this Tariff.

3.3 TIME AND MATERIALS CHARGE

A charge for the labor time & materials expended to diagnose any trouble on the customer's side of the demarcation point.

3.4 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

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**4 - MARKET SPECIFIC PRICING PLANS**

This section sets forth the descriptions, features, terms, and conditions specific to services provided to the Company's customers in its Ohio markets. The rates and charges specific to the provisioning of service in its Ohio markets are set forth in Section 13.

In addition to the service descriptions, rates, charges, terms, and conditions ("language") of both this section and Section 13, the language set forth in other sections of this tariff shall apply to the provisioning of services in its Ohio markets as follows:

- i. When the language of other sections is not in conflict with either this section or Section 13.
- ii. When referring to services or features (or any related rates and charges) not specifically identified in either this section or Section 13.
- iii. When applicable rates and charges for the provisioning of services set forth in this section are not explicitly identified in Section 13, rates and charges set forth in other sections of this tariff for similar services and situations may be applied. Such items may include (but not be limited to) installation or cancellation of service, changes to existing service, early termination penalties, restoral charges, and surcharges.
- iv. When referring to any other circumstances or scenarios not specifically addressed in either this section or Section 13.

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4 - MARKET SPECIFIC PRICING PLANS (Cont'd.)

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4 - MARKET SPECIFIC PRICING PLANS (Cont'd.)

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4 - MARKET SPECIFIC PRICING PLANS (Cont'd)

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4 - MARKET SPECIFIC PRICING PLANS (Cont'd)

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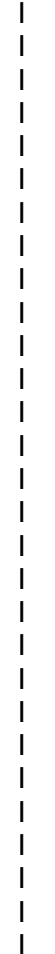
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4 - MARKET SPECIFIC PRICING PLANS (Cont'd)

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## 5 - SUPPLEMENTAL SERVICES

### 5.1 CUSTOM CALLING SERVICE

#### 5.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

#### 5.1.2 Description of Features

##### A. Three Way Conference, Consultation, Transfer

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a three-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

##### B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.1 CUSTOM CALLING SERVICE (Cont'd)

5.1.2 Description of Features (Cont'd)

B. Call Forwarding (Cont'd)

Call Forwarding - Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

C. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.1 CUSTOM CALLING SERVICE (Cont'd)

5.1.2 Description of Features (Cont'd)

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E. Speed Calling  
This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

F. Blocking Service or a telephonic block can only be removed pursuant to a written request by the customer of record, or the customer of record providing the correct password over the telephone, or by a request made in person by such customer. The customer of record can provide a personal password to use to remove blocking service at the time blocking service is established.

G. Call Waiting with Caller ID  
Enhances the Caller ID and Call Waiting features. Provides the Customer with the name and/or number of another incoming call while the Customer already has one call in progress. The name and/or number is displayed on the incoming call after the first sending call waiting tone. Customer's handset must support Call Waiting with Caller ID.

H. Distinctive Ring  
Allows the Customer to have multiple Dialed Numbers ("DN") on a single line. Each DN has a unique ringing patten and does not require additional line terminations. Only 2 DNs may be assigned to a line and only 2 ring types (patterns) are available. DNs must be from the same rate center.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.1 CUSTOM CALLING SERVICE (Cont'd)

5.1.3 Rates and Charges

A. Monthly Rates

Rates for this service are located in Section 12.

B. Connection Charges (Nonrecurring Charges)

Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

See Rate Schedule in Section 12 of this tariff.

C. Trial Period

The Company may elect to offer a free or reduced rate trial of any new custom calling feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.3, Service and Promotional Trials, below.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.2 CLASS SERVICES

5.2.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

5.2.2 Description of Features

A. Caller ID/Block Caller ID

The Caller ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call -- including calls that aren't answered by the customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE.

B. Continuous Redial

The Continuous Redial feature allows a customer to automatically callback the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then completes the call for the customer.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.2 CLASS SERVICES (Cont'd)

5.2.2 Description of Features (Cont'd)

B. Continuous Redial (Cont'd)

The Continuous Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Continuous Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically called back and the customer is notified of the connected call via a distinctive ring.

Continuous Redial will not work for the following types of calls:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

C. Call Return

The Call Return stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

## 5.2 CLASS SERVICES (Cont'd)

## 5.2.2 Description of Features (Cont'd)

## D. Call Trace

Call Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.2 CLASS SERVICES (Cont'd)

5.2.3 Rates and Charges

A. Monthly Rates

Rates for this service are located in Section 12.8, Network Switched Service.

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B. Connection Charges (Nonrecurring Charges)

Connection charges may apply when a customer requests connection to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

See Rate Schedule in Section 12 of this Tariff.

C. Trial Period

The Company may elect to offer a free or reduced rate trial of any new CLASS feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.3, Service and Promotional Trials, below.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.3 SERVICE AND PROMOTIONAL TRIALS

5.3.1 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.

5.3.2 Regulations

- A. 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.
- B. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not 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.
- C. 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.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.3 SERVICE AND PROMOTIONAL TRIALS (Cont'd)

5.3.2 Regulations (Cont'd)

D. 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.

E. The Company retains the right to limit the size and scope of a Promotional Trial.

5.4 BUSY LINE VERIFICATION AND INTERRUPT SERVICE

5.4.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

5.4.2 Rate Application

A. A Busy Line Verification Charge will apply when:

- (1) The operator verifies that the line is busy with a call in progress,  
or
- (2) The operator verifies that the line is available for incoming calls.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.4 BUSY LINE VERIFICATION AND INTERRUPT SERVICE (Cont'd)

5.4.2 Rate Application (Cont'd)

- B. Both a Busy Line Verification Charge and a Verification and Interruption Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

See Rate Schedule in Section 12 of this tariff.

- C. No charge will apply when the calling party advises that the call is from an official public emergency agency.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.5 DIRECTORY ASSISTANCE SERVICE

5.5.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

5.5.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Calls from pay telephones.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- D. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 8 of this Tariff, up to a maximum of 50 requests per month.
- E. A Directory Assistance Call Completion charge will apply to customers who have received a requested intraLATA telephone number from directory assistance and have exercised the option of having a call automatically dialed and completed to that requested number.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.5 DIRECTORY ASSISTANCE SERVICE (Cont'd)

5.5.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

See Rate Schedule in Section 12 of this tariff.

5.6 LOCAL OPERATOR SERVICE

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service.

See Rate Schedule in Section 12 of this tariff.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.7 BLOCKING SERVICE

5.7.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services.

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- A. 500, 700, 900 Blocking - allows the subscriber to block all calls beginning with the 500, 700 or 900 prefixes (i.e. 900-XXX-XXXX) from being placed. This feature can be used specifically for either 500, 700 or 900 numbers or any combination thereof.
- B. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- C. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
- D. Toll Restriction Plus Directory Assistance- provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.7 BLOCKING SERVICE (Cont'd)

5.7.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

5.7.3 Rates and Charges

See Rate Schedule in Section 12 of this tariff.

Connection charges apply as specified in Section 3 of this tariff.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.8 VANITY NUMBER SERVICE

5.8.1 General

- A. Vanity Number Service allows a customer to order a specified telephone number rather than the next available number.
- B. Vanity Number Service is furnished subject to the availability of facilities and requested telephone numbers.
- C. The Company will not be responsible for the manner in which Vanity Numbers are used for marketing purposes by the customer.
- D. When a new customer assumes an existing service which includes Vanity Number Service, the new customer may keep the Vanity Number, at the tariffed rate, with the written consent of the Company and the former customer.
- E. The Company reserves and retains the right:
  - (1) To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;
  - (2) Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this Tariff;
  - (3) To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.
  - (4) The limitation of liability provisions of this tariff in Section 2 are applicable to Vanity Number Service.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.8 VANITY NUMBER SERVICE (Cont'd)

5.8.2 Conditions

- A. Charges for Vanity Number Service apply when a customer:
  - (1) Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.
  - (2) Requests a number change from the customer's present number to a Vanity Number.
  
- B. The Company shall not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Vanity Number Service.

See Rate Schedule in Section 12 of this tariff.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.9 CUSTOMER REQUESTED SERVICE SUSPENSIONS

- A. At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.
- B. The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

<u>Period of Suspension</u>	<u>Charge</u>
- First Month or Partial Month	Regular Monthly Rate (no reduction)
- Each Additional Month (up to the one-year limit)	½ Regular Monthly Rate

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.10 OPTIONAL DIALING PLANS

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.11 OPTIONAL DIALING PLANS

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5 - SUPPLEMENTAL SERVICES (Cont'd)

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5 - SUPPLEMENTAL SERVICES (Cont'd)

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.11 BUNDLED SERVICES PLANS\* (Cont'd.)

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.11 BUNDLED SERVICES PLANS (Cont'd.)

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5 - SUPPLEMENTAL SERVICES (Cont'd)

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5 - SUPPLEMENTAL SERVICES (Cont'd)

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5 - SUPPLEMENTAL SERVICES (Cont'd)

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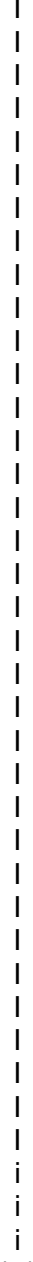






5 - SUPPLEMENTAL SERVICES (Cont'd.)

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5 - SUPPLEMENTAL SERVICES (Cont'd.)

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5 - SUPPLEMENTAL SERVICES (Cont'd.)

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6 – TERMINATION LIABILITY

6.1 EARLY TERMINATION PENALTY/EARLY TERMINATION FEE

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This tariff section applies to term agreements signed on or after January 12, 2006.

Several of the services offered by the Company are available at reduced prices if the Customer agrees at the time the order is placed to continued service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then an Early Termination Penalty ("ETP") may apply. If a Customer disconnects service prior to the fulfillment of the term plan contracted, then an ETP will be due to Company from Customer. The ETP will be comprised of:

- A. The difference between the monthly rate for the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected; and
- B. All waived non-recurring charges, promotional considerations or equipment credits specifically related to the term agreement that have been provided to the customer since the beginning of the term.

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

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SECTION 6

Note: The material previously included on this leaf has transferred to and consolidated under Section 7 "Network Switched Services". Unless otherwise stated in preceding sections of this tariffs, all services offered by the Company shall be made available to both business and residential customers under identical terms and conditions. The rates and charges for the services identified in this tariff will not differentiate between business and residential customers.

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SECTION 6

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SECTION 6

Note: The material previously included on this leaf has transferred to and consolidated under Section 7 "Network Switched Services". Unless otherwise stated in preceding sections of this tariffs, all services offered by the Company shall be made available to both business and residential customers under identical terms and conditions. The rates and charges for the services identified in this tariff will not differentiate between business and residential customers.

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(C)

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**7 - NETWORK SWITCHED SERVICES**

**7.1 GENERAL**

Network Switched Service provide a customer with a connection to the Company's switching network which enables the customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and

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(D)

Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 3 apply to all service on a one-time basis unless waived pursuant to this Tariff.

7 - NETWORK SWITCHED SERVICES (Cont'd)

(C)

7.2 SERVICE DESCRIPTIONS

The following Network Switched Service Options are offered:

(C)

- Basic Line Service

(C)

Customers subscribing to Basic Line Service will be allowed to use their basic line service with any of the options set forth in preceding sections. Refer to Sections 12.5.1 and 12.5.2 for the applicable usage rates.

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(C)

All Network Switched Service may be connected to customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

(C)

The following Custom Calling Service features are offered to Network Switched Service Subscribers:

(C)

- Three Way Conference, Consultation, Call Transfer (carries a separate MRC and NRC)
- Call Forward Busy
- Call Forward Don't Answer
- Call Forward Variable
- Call Waiting (Terminating, and Originating)
- Cancel Call Waiting
- Speed Calling (One/Two Digit)
- Operator Assistance
- Call Waiting with Caller ID
- Distinctive Ring
- Group Call Pick-up

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7 - NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

The following features are available with Line Service at an additional charge:

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(D)

The following CLASS features are offered to Network Switched Service Subscribers:

- Caller ID
- Block Caller ID
- Continuous Redial (Repeat Dialing)
- Call Return
- Call Trace

Charges for Network Switched Service include a nonrecurring service connection charge and a monthly recurring charge for each line. Monthly recurring charges apply to optional service features. In addition to other rate elements described above, measured and message usage charges will apply as set forth in preceding sections.

7 - NETWORK SWITCHED SERVICES (Cont'd)

(C)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.1 Measured Rate Service\*

(C)

Measured Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of call duration in addition to a base monthly charge. Local calling areas are as specified in Section 11.

A. Description

Each Measured Rate Service corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Measured Rate Service lines are provided for connection to a single, customer, customer-provided station set or facsimile machine.

Each Measured Rate Service has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)

Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to the effective date of this tariff sheet.

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7 - NETWORK SWITCHED SERVICES (Cont'd) (C)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.1 Measured Rate Service\* (Cont'd) (C)

B. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed in the Rate Schedule in Section 12 of this Tariff, service activation fees apply as described in Section 3 of this Tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the company of the Number Portability arrangement.

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total minutes of use during the billing period.

See Rate Schedule in Section 12 of this Tariff.

C. Local Measured Service Time Periods:

See Time Periods and Rate Schedule in Section 12 of this Tariff.

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to the effective date of this tariff sheet. (C)  
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7 - NETWORK SWITCHED SERVICES (Cont'd)

(C)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.2 Message Rate Service

Message Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of call duration in addition to a base monthly charge. Local calling areas are as specified in Section 11.

A. Description

Each Message Rate Service corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Message Rate Service lines are provided for connection to a single, customer, customer-provided station set or facsimile machine.

Each Message Rate Service has the following characteristics:

- Terminal Interface: 2-wire
- Signaling Type: Loop Start
- Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
- Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

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7 - NETWORK SWITCHED SERVICES (Cont'd)

(C)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.2 Message Rate Service (Cont'd)

B. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed in the Rate Schedule in Section 12 of this Tariff, service activation fees apply as described in Section 3 of this Tariff.

In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the company of the Number Portability arrangement.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

See Rate Schedule in Section 12 of this Tariff.

C. Local Message Service Time Periods:

See Time Periods and Rate Schedule in Section 12 of this Tariff.

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7 - NETWORK SWITCHED SERVICES (Cont'd)

(C)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.3 Flat Rate Service\*

(C)

Flat Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. The customer is not charged for calls to points within the local exchange area. Local calling areas are as specified in Section 11.

A. Description

Each Flat Rate Service corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Flat Rate Service lines are provided for connection to a single, customer, customer-provided station set or facsimile machine.

Each Flat Rate Service has the following characteristics:

- Terminal Interface: 2-wire
- Signaling Type: Loop Start
- Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
- Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to the effective date of this tariff sheet.

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7 - NETWORK SWITCHED SERVICES (Cont'd)

(C)

7.2 SERVICE DESCRIPTIONS (Cont'd)

(C)

7.2.3 Flat Rate Service \*(Cont'd)

B. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed in the Rate Schedule in Section 12 of this Tariff, service activation fees apply as described in Section 3 of this Tariff.

In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the company of the Number Portability arrangement.

Charges for each Flat Rate Service line include a monthly recurring Base Service Charge and an additional fixed monthly fee.

See Rate Schedule in Section 12 of this Tariff.

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to the effective date of this tariff sheet.

(C)

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7 - NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.4

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7 - NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

(D)

(D)





7 - NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS (Cont'd)

7.2.6 Resale Cost Recovery Charge

A monthly recurring Resale Cost Recovery Charge will be assessed on all lines for which the entire underlying service is physically provided through the use of an incumbent local carrier's platform. The Resale Cost Recovery Charge is assessed to recover increased costs associated with accessing the incumbent local carrier's local telephone lines and switching equipment.

For rates and charges for the Resale Cost Recovery Charge see Sections 12.14 and 13.19.

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8 - SPECIAL SERVICES AND PROGRAMS

8.1 LIFELINE TELEPHONE SERVICE

8.1.1 Lifeline Discounted Service

This low price individual message rate service provides a full waiver of the \$3.50 federal subscriber line charge. There is no monthly allowance for local calls. Primary area and home region calls are untimed. Extended area calls (where available) are timed.

8.1.2 Eligibility

These services are restricted to low income residential customers for a single exchange access line at the principle residence. To qualify for Lifeline service a customer must be certified as income eligible for benefits from any one of the Home Energy Assistance Programs (HEAP) or at least one of the following Entitlement Programs administered by the State of Ohio Department of Social Services:

- Aid to Families with Dependent Children (AFDC)
- Food Stamps
- Home Energy Assistance Program (HEAP)
- Home Relief
- Medicaid
- Supplemental Security Income (SSI)

In addition, applicants are eligible for Lifeline service when approved to receive either a Veteran's Disability Pension or a Veteran's Surviving Spouse Pension. Applicants must provide proof to the Company that they are receiving one of these Pensions.

An individual's eligibility may be documented by information obtained by the Company as a result of enrollment programs, including but not limited to confidential computerized matching programs, conducted by the Company in conjunction with state agencies.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.1 LIFELINE TELEPHONE SERVICE (Cont'd.)

8.1.2 Eligibility (Cont'd.)

Applicants must provide proof to the Company that they are certified as income eligible to receive one or more of the above benefits. After initial contact the customer is sent an application form to be completed by the customer or their authorized representative, as designated by the State of Ohio Department of Social Services and identified as so authorized on the customer's card for any of the above benefits. Lifeline rates will not be offered until proof of eligibility is provided to the Company.

Life Line services are effective upon receipt of a completed and signed form or an application form certified from an entity authorized by the Company. If the form is not returned, no further action is taken by the Company to establish eligibility. The Life Line discount is credited as of the service connection date.

The Company, in coordination with appropriate agencies, will periodically verify each Lifeline Customer's eligibility. If a Customer is identified as being ineligible, the Customer will be notified that unless the information is shown to be in error, the Lifeline discount will be discontinued. The customer will be billed for discounts received for any period in which he or she is proven to be ineligible for the service.

8.1.3 Charges

For connection of new service, service connection charges apply unless the customer qualifies for connection assistance under the Link Up America plan as outlined in Section 8.2 following.

Service connection charges do not apply to change existing service from:

- A. Flat Rate Service to Basic Lifeline service;
- B. Basic Lifeline service to Flat Rate Service.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.2 LINK UP AMERICA

The Link Up America program is a connection assistance plan which provides for the reduction of one-half of the charges associated with connection of telephone service, up to \$30.00, subject to the following eligibility criteria:

- A. The applicant must meet the requirements for qualification for Lifeline Telephone Service stipulated in Section 8.1.2 of this tariff;
- B. The assistance can only apply for a single telephone line at the principal place of residence of the applicant;
- C. The applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years old.

In no cases will the charges for connection of service for eligible Customers exceed that of the dominant local exchange provider in the same area.

8.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

- A. The Company will provide, upon request, specialized telecommunications equipment for customers certified as hearing or speech impaired.
- B. A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of Ohio.
- C. The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- C. The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER  
(Cont'd.)

- E. The Company will also advise customers who request this equipment of the applicable terms for purchase.

8.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

8.4.1 General

Handicapped persons who have been certified to the Company as having a hearing or speech impairment which requires that they communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a fifty percent (50%) discount on local measured rate service.

8.4.2 Certification

Acceptable certifications are:

- A. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of Ohio, or
- B. Pre-existing certifications establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER  
(Cont'd.)

8.4.3 Qualification

Those customers qualifying for the discount are persons whose impairment is such that competent authority would certify them as being unable to use a telephone for voice communication. See Explanation of Terms, "Handicapped Person," for a listing of the necessary qualifications.

8.4.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.5.1 General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of network facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.5.2 Regulations

- A. This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the "Agency".
- B. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of at least one year
- C. 911 service is furnished for incoming calls only.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.5.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.6.1 General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

8.6.2 Regulations

- A. In addition to the following, the regulations in 8.5.2 apply.
- B. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the company undertake such responsibility. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
- C. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. The Company will release such information to the Agency periodically for the update of their systems.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd.)

8.6.2 Regulations (Cont'd.)

- D. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
  
- E. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd.)

8.6.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, including default routing, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including for default routing.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.7 OHIO RELAY SERVICE

8.7.1 General

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

8.7.2 Regulations

- A. Only intrastate calls can be completed using the Ohio Relay Service under the terms and conditions of this tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the State of Ohio. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.7 OHIO RELAY SERVICE (Cont'd.)

8.7.2 Regulations (Cont'd.)

- D. The following calls may not be placed through the Relay Service:
- (1) calls to informational recordings and group bridging service;
  - (2) calls to time or weather recorded messages;
  - (3) station sent paid calls from coin telephones; and
  - (4) operator-handled conference service and other teleconference calls.

8.7.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend, and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted, or asserted by the customer, or by any other person, for any loss or destruction of any property whatsoever, whether covered by the customer or others, or for any personal injury or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

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Vice President, Legal and Regulatory Affairs  
Choice One Communications of Ohio Inc.  
100 Chestnut St., Suite 700  
Rochester, New York 14604

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OH-00-01

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.8 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS

8.8.1 General

Persons who are blind or whose disability causes difficulty with hand and finger coordination and use of a telephone qualify for a Special Credit Card. The card may be used from any telephone within the Company's territory to place calls within and outside the State of Ohio at a special rate or to place calls from a telephone outside of the Company's territory, but within the State of Ohio at rates applicable to the territory from which the call is made.

8.8.2 Rates

Within the Company's Territory:

Station to station toll calls placed with operator assistance will be billed at the lower rate normally applicable to calls placed without operator assistance. Local calls cannot be charged to the card. Person-to-person calls charged to the card will be billed at the higher operator handled rate.

Outside the Company's Territory, but within the State of Ohio:

All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

8.8.3 Qualification

The following criteria will be used to determine eligibility for the Special Credit Card:

- A. "Legally Blind" - those whose visual acuity is 20/200 or less in the better eye with correcting glasses or whose widest diameter or visual field subtends an angular distance no greater than 20 degrees.
- B. "Physically Handicapped" - those who are certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitations.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.8 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS (Cont'd.)

8.8.3 Qualification (Cont'd.)

- C. Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or non-coin telephone. Acceptable certifications are those made by a licensed physician ophthalmologist or optometrist.

8.8.4 Billing Authorization

Responsibility for payment of charges may be handled in one of two ways:

- A. The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. In this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.
- B. Another party may agree to accept responsibility for payment of charges incurred through use of at the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

In either case, the applicant is the only authorized user of the Special Credit Card. If the person accepting payment responsibility has service within the Company's service territory, charges will be billed on a regular monthly bill; otherwise a separate bill will be sent.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

## 8.9 EMERGENCY 911 SERVICE

## 8.9.1 Charges

The following charge will be assessed on the customer's access line for the provisioning of access to 911 service:

<u>Per Access Line, Per Month</u>	
911 Charge:	\$ .1200

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## 9 - SPECIAL ARRANGEMENTS

### 9.1 SPECIAL CONSTRUCTION

#### 9.1.1 Basis for Charges

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

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

#### 9.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - 1) equipment and materials provided or used;
  - 2) engineering, labor, and supervision;
  - 3) transportation; and
  - 4) rights of way and/or any required easements.
- B. Cost of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

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9 - SPECIAL ARRANGEMENTS (Cont'd.)

9.1 SPECIAL CONSTRUCTION (Cont'd.)

9.1.2 Basis for Cost Computation (Cont'd.)

- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Tariff preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

9.1.3 Termination Liability

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

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.

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9 - SPECIAL ARRANGEMENTS (Cont'd.)

9.1 SPECIAL CONSTRUCTION (Cont'd.)

9.1.3 Termination Liability (Cont'd.)

- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a. equipment and materials provided or used;
    - b. engineering, labor, and supervision;
    - c. transportation; and
    - d. rights of way and/or any required easements;
  - 2) license preparation, processing, and related fees;
  - 3) tariff preparation, processing and related fees;
  - 4) cost of removal and restoration, where appropriate; and
  - 5) any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3.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 9.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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9 - SPECIAL ARRANGEMENTS (Cont'd.)

9.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

9.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in this Tariff. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- 1) LATA and type of switch
- 2) The V&H distance from the central office to the customer's premises
- 3) Service description
- 4) Rates and charges
- 5) Quantity of circuits
- 6) Length of the agreement.

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10 - DIRECTORY

10.1 ALPHABETICAL DIRECTORY

10.1.1 Main Listings

- A. The Company contracts with an outside provider, which may be the Incumbent Local Exchange Carrier, for directory listings. All references to the directory of the Company will mean the directory published by the outside provider.
- B. The term "listing" refers to the information in lightface type in the alphabetical directory and the Directory Assistance Records of the Company.
- C. Listings provided without charge are as follows:
  - 1) One listing for each individual line. Where individual lines are grouped for incoming service, only one listing will be provided for each such group.
  - 2) One listing for each PBX or interconnecting system.
- D. The name listed in the directory has no bearing on who is responsible for payment of the account associated with the number being listed.

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10 - DIRECTORY (Cont'd)

10.1 ALPHABETICAL DIRECTORY (Cont'd)

10.1.2 Composition of Listings

- A. Listings are limited to information essential to the identification of the listed party.
- B. Addresses
  - 1) Each listing normally includes the number and street name location where the telephone service is furnished. the name of a building may be shown in case of buildings commonly known by name.
  - 2) Upon Customer request, the address may be omitted, a post office box number may be shown, or a partial address (omitting number) may be shown. In directories where locality names are normally part of the address, a partial address consisting of the name of a locality may be shown.
- C. The Customer may request a main listing different from the billing name and address of the service. All such requests will be honored to the extent possible under the terms of the contract described in 10.1.1.a above.

10.1.3 Types of Listings

In addition to the main listing as described above, the following options are available for an additional charge.

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10 - DIRECTORY (Cont'd)

10.1 ALPHABETICAL DIRECTORY (Cont'd)

10.1.3 Types of Listings (Cont'd)

A. Non-Listed

Telephone numbers of non-listed service are not listed in the Company's directories or on the directory assistance records. Non-listed service is available with all classes of main telephone exchange service provided the customer has other exchange service which is listed in the directory or is on directory assistance records in the same name and at the same address. There are no restrictions against furnishing name, address or number information for non-listed services.

B. Additional Listing

A listing in addition to the main listing.

C. Cross Reference Listing

A Customer may have a related listing in the same alphabetic group listing when required for identification of the listed party and not designated for advertising purposes.

D. Extra Line Listing

This feature provides information after a main or additional listing. It refers callers to an alternative telephone number that is listed immediately below the main number.

E. Foreign Listing

This feature provides a listing for a customer in a directory other than the directory that serves their local service area.

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10 - DIRECTORY (Cont'd)

10.1 ALPHABETICAL DIRECTORY (Cont'd)

10.1.4 Non-Published Service

A. General

The telephone numbers of non-published service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public. However, where a government agency subscribes to Universal Emergency Telephone Number Service (911) or Enhanced Universal Emergency Telephone Service (E911), the telephone number, name, and address of a Customer with non-published service will be displayed when the Customer dials 911 and is connected to a Public Safety Answering Point (PSAP) for dispatch of emergency service. In addition, the Company will provide a Customer's non-published number when a law enforcement agency requests it in writing.

B. Regulations

- 1) Except as otherwise provided in this paragraph, incoming calls to non-published service will be completed only when the calling party places the call by number. In claims of emergencies involving life and death, the operator will call the non-published number and request permission to make an immediate connection to the calling party. If the connection is refused, the calling party will be advised.
- 2) The acceptance by the Company of the Customer's request to refrain from publishing his or her telephone number in the Directory does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

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10 - DIRECTORY (Cont'd)

10.1 ALPHABETICAL DIRECTORY (Cont'd)

10.1.4 Non-Published Service (Cont'd)

B. Regulations (Cont'd)

- 3) In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing the telephone number of non-published service in the directory or disclosing said number to any person shall attach to the Company, and where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such non-published service.
- 4) The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly, by the publication of the number of a non-published service or the disclosing of said number to any person.

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10 - DIRECTORY (Cont'd)

10.2 [RESERVED FOR FUTURE USE]

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10 - DIRECTORY (Cont'd)

10.3 DIRECTORY INFORMATION REQUESTS

Requests for directory information are provided by dialing Directory Assistance. (See Section 5.5.) Information will not be issued by the Company outside of normal directory assistance procedures unless the request is made by an emergency agency. Directory information will only be provided to emergency agencies after a formal request is presented to the Company in writing. The requesting agency must agree to pay for the costs incurred by the Company in providing the information, and must certify that the information will be used only for the purpose of providing its services to the community.

10.4 LIABILITY OF THE COMPANY FOR ERRORS

10.4.1 General

In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Tariff, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the Directory Assistance operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

10.4.2 Allowance for Errors

An allowance for errors in published directory listings or for errors in listings obtainable from the Directory Assistance operator shall be given as follows:

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10 - DIRECTORY (Cont'd)

10.4 LIABILITY OF THE COMPANY FOR ERRORS (Cont'd)

10.4.2 Allowance for Errors (Cont'd)

A. Free Listings

For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.

B. Charge Listings

For each additional or charge published directory listing, credit shall be given at the monthly tariff rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.

C. Operator Records

For free or charge listings obtainable from records used by the Directory Assistance operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basis monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.

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10 - DIRECTORY (Cont'd)

10.4 LIABILITY OF THE COMPANY FOR ERRORS (Cont'd)

10.4.2 Allowance for Errors (Cont'd)

- A. Free Listings  
See Section 2.11.3.
- B. Charge Listings  
See Section 2.11.3.

C. Operator Records

For free or charge listings obtainable from records used by the Directory Assistance operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basis monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.

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11 - SERVICE AREAS (Cont'd.)

11.2 Service Area Maps

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11 - SERVICE AREAS (Cont'd.)

11.2 Service Area Maps (Cont'd.)

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11 - SERVICE AREAS (Cont'd.)

11.2 Service Area Maps (Cont'd.)

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11 - SERVICE AREAS (Cont'd.)

11.2 Service Area Maps (Cont'd.)

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11 - SERVICE AREAS (Cont'd.)

11.2 Service Area Maps (Cont'd.)

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12 - RATES & CHARGES

12.1 CONNECTION CHARGES

12.1.1 Service Activation Fee:

<u>Business</u>		<u>Residence</u>	
Min.	Max.	Min.	Max.
\$10	\$50	\$10	\$50

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 |  
 (C)

12.2 RESTORAL CHARGE

	<u>Business</u>		<u>Residence</u>	
	Min.	Max.	Min.	Max.
First	\$10.00	\$100.00	\$10.00	\$100.00
Additional	\$10.00	\$100.00	\$10.00	\$100.00

12.3 TIME AND MATERIALS CHARGE

	Min.	Max.
First 60 Minutes	\$0.01	\$200.00
Additional 30 Minute Increments	\$0.01	\$100.00

12.4 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

Charge:	Min.	Max.
	\$0.01	\$5.00

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Effective: 7/25/01

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OH-01-04

12 - RATES & CHARGES (Cont'd)

(D)

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12 - RATES & CHARGES (Cont'd)

(D)

(D)

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12 - RATES & CHARGES (Cont'd)

(D)

(D)

12 - RATES & CHARGES (Cont'd)

12.6 SUPPLEMENTAL SERVICES

12.6.1 Custom Calling Service

Rates and Charges

A. Monthly Charges

Rates for this service are located in the Rate Schedules for Section 12.8.1.1, Network Switched Service.

(C)

B. Nonrecurring Connection Charges

Connection charges for this service are located in the Rate Schedules for Section 12.8.1.1(A), Network Switched Service.

(C)

12.6.2 CLASS Services

Rates and Charges

A. Monthly Charges

Rates for this service are located in the Rate Schedules for Section 12.8.1.1, Network Switched Service.

(C)

B. Nonrecurring Connection Charges

Connection charges for this service are located in the Rate Schedules for Section 12.8.1.1(A), Network Switched Service.

(C)

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Effective: 4/10/03

Issued by:

General Counsel, Regulatory Affairs  
Choice One Communications of Ohio Inc.  
100 Chestnut St., Suite 700  
Rochester, New York 14604

OH-03-01.1A

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12 - RATES & CHARGES (Cont'd)

12.6 SUPPLEMENTAL SERVICES (Cont'd)

12.6.3 Busy Line Verification and Interrupt Service

Min.	Max.	(T)
		I
		(T)

12.6.4 Directory Assistance Service

Min.	Max.
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Issued: 8/4/04

Effective: 8/6/04

Issued by: General Counsel  
Choice One Communications of Ohio Inc.  
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12 - RATES & CHARGES (Cont'd)

12.6 SUPPLEMENTAL SERVICES (Cont'd)

12.6.5 Local Operator Service*	Min.	Max.
Customer Dialed	\$0.01	\$1.00
Person to Person	\$0.01	\$5.00
Third Number Billed	\$0.01	\$2.00
Station to Station	\$0.01	\$3.00

\* These charges are applied in addition to the local usage charges specified above.

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12 - RATES & CHARGES (Cont'd)

## 12.6 SUPPLEMENTAL SERVICES (Cont'd)

## 12.6.7 Blocking Service

	Nonrecurring Charges*	
	Minimum	Maximum
500, 700, 900 Blocking		
- Residential	\$0.01	\$20.00
- Business	\$0.01	\$20.00

The above charges apply only when adding blocking services in existing access lines the customer has with the Company after the customer's initial conversion to the Company's local exchange service.

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12 - RATES & CHARGES (Cont'd)

12.6 SUPPLEMENTAL SERVICES (Cont'd)

12.6.7 Blocking Service (Cont'd)

	Nonrecurring	
	<u>Min.</u>	<u>Max.</u>
Third Number Billed and Collect Call Restriction		
– Residential	\$0.01	\$20.00
– Business	\$0.01	\$20.00
Toll Restriction		
– Residential	\$0.01	\$20.00
– Business	\$0.01	\$20.00
Toll Restriction Plus Directory Assistance		
– Residential	\$0.01	\$20.00
– Business	\$0.01	\$20.00

The above charges apply only when adding blocking services in existing access lines the customer has with the Company after the customer's initial conversion to the Company's local exchange service.

Issued: 8/21/00

Effective:9/20/00

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Vice President, Legal and Regulatory Affairs  
Choice One Communications of Ohio Inc.  
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12 - RATES & CHARGES (Cont'd)

## 12.6 SUPPLEMENTAL SERVICES (Cont'd)

## 12.6.8 Vanity Number Service

Set-up Charges	<u>Non-Recurring</u>	
	<u>Minimum</u>	<u>Maximum</u>
- Residential	\$0.01	\$20.00
- Business	\$0.01	\$20.00

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Issued: 8/21/00

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12 - RATES & CHARGES (Cont'd)

Note: The material previously included on this sheet has been transferred to and consolidated under "Network Switched Services."

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100 Chestnut St., Suite 700  
Rochester, New York 14604

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OH-03-01.1A

12 - RATES & CHARGES (Cont'd)

Note: The material previously included on this sheet has been transferred to and consolidated under "Network Switched Services."

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12 - RATES & CHARGES (Cont'd)

Note: The material previously included on this sheet has been transferred to and consolidated under "Network Switched Services."

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12 - RATES & CHARGES (Cont'd)

Note: The material previously included on this sheet has been transferred to and consolidated under "Network Switched Services."

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12 - RATES & CHARGES (Cont'd)

Note: The material previously included on this sheet has been transferred to and consolidated under "Network Switched Services."

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12 - RATES & CHARGES (Cont'd)

Note: The material previously included on this sheet has been transferred to and consolidated under "Network Switched Services."

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Issued: 3/11/03

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12 - RATES & CHARGES (Cont'd)

Note: The material previously included on this sheet has been transferred to and consolidated under "Network Switched Services."

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Issued: 3/11/03

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OH-03-01.1A



12 - RATES & CHARGES (Cont'd)

12.8 NETWORK SWITCHED SERVICES (Cont'd.)

12.8.1 Base Service Line\*

B. Dayton Market

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge, New Install:	\$10.00	\$75.00

1. Customers With 1-10 Lines

<u>Term of Service</u>	<u>Monthly Recurring Charges</u>					
	<u>Measured Rate</u>		<u>Message Rate</u>		<u>Flat Rate</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Month-to-Month	\$5.00	\$40.00	\$5.00	\$40.00	\$15.00	\$75.00
12 Month	\$5.00	\$40.00	\$5.00	\$40.00	\$15.00	\$75.00
24 Month	\$5.00	\$40.00	\$5.00	\$40.00	\$15.00	\$75.00
36 Month	\$5.00	\$40.00	\$5.00	\$40.00	\$15.00	\$75.00

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\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to the effective date of this tariff sheet.

12 - RATES & CHARGES (Cont'd)

12.8 NETWORK SWITCHED SERVICES (Cont'd.)

12.8.1 Base Service Line\*

C. Akron Market

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge, New Install:	\$10.00	\$75.00

1. Customers With 1-10 Lines

<u>Term of Service</u>	<u>Monthly Recurring Charges</u>					
	<u>Measured Rate</u>		<u>Message Rate</u>		<u>Flat Rate</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Month-to-Month	\$5.00	\$40.00	\$5.00	\$40.00	\$15.00	\$75.00
12 Month	\$5.00	\$40.00	\$5.00	\$40.00	\$15.00	\$75.00
24 Month	\$5.00	\$40.00	\$5.00	\$40.00	\$15.00	\$75.00
36 Month	\$5.00	\$40.00	\$5.00	\$40.00	\$15.00	\$75.00

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\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to the effective date of this tariff sheet.

12 - RATES & CHARGES (Cont'd)

12.8 NETWORK SWITCHED SERVICES (Cont'd.)

(C)

12.8.1 Base Service Line

12.8.1.1 Custom Calling Features:

A. Standard Features - Per Line:

	<u>First</u>		<u>Additional</u>	
	Min.	Max.	Min.	Max.
Nonrecurring Connection Charge:	\$0.01	\$20.00	\$0.01	\$20.00
Monthly Charges:	Min.	Max.		
Three-Way Conference, Consultation	\$0.01	\$10.00		
Call Forwarding Variable	\$0.01	\$10.00		
Call Forwarding Busy Line	\$0.01	\$10.00		
Call Forwarding Don't Answer	\$0.01	\$10.00		
Call Forwarding BL/DA	\$0.01	\$15.00		
Call Waiting Terminating	\$0.01	\$15.00		
Call Waiting Originating	\$0.01	\$15.00		
Speed Calling One Digit (8)	\$0.01	\$10.00		
Speed Calling Two Digit (30)	\$0.01	\$10.00		
Call Forward Remote Access	\$0.01	\$5.00		
Call Transfer	\$0.01	\$10.00		
Direct Connect Line	\$0.01	\$5.00		
Call Waiting with Caller ID	\$0.01	\$20.00		
Distinctive Ring	\$0.01	\$10.00		
Group Call Pick-up	\$0.01	\$10.00		

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OH-03-01.1A





12 - RATES & CHARGES (Cont'd)

12.8 NETWORK SWITCHED SERVICES (Cont'd.)

(C)

12.8.1 Base Service Line (Cont'd)

12.8.1.1 Custom Calling Features:

<u>CLASS Features</u> <u>Line Charge:</u>	<u>Recurring</u> <u>Monthly</u>		<u>Nonrecurring</u>				
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>First</u> <u>Additional.</u>	<u>Min.</u>	<u>Max.</u>
Caller ID	\$2.50	\$15.00	\$1.00	\$20.00	\$1.00	\$20.00	\$20.00
Block Caller ID	N/A	N/A	\$1.00	\$20.00	\$1.00	\$20.00	\$20.00
Call Return	\$1.50	\$10.00	\$1.00	\$20.00	\$1.00	\$20.00	\$20.00
Repeat Dialing	\$1.50	\$10.00	\$1.00	\$20.00	\$1.00	\$20.00	\$20.00

CLASS Features Usage Charge:

	<u>Per Use</u>	
	<u>Min.</u>	<u>Max.</u>
Call Return	\$0.01	\$1.00
Repeat Dialing	\$0.01	\$1.00
Call Trace	\$0.01	\$2.50

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OH-03-01.1A

12 - RATES & CHARGES (Cont'd)

12.8 NETWORK SWITCHED SERVICES (Cont'd.)

12.8.1 Base Service Line\* (Cont'd.)

D. Usage Rates

1. Month-To-Month Rates

See Rate Schedule in Section 12.5.

2. Term Commitment Rates

Customers who agree to subscribe to Measured Rate Service for terms of 12, 24, 36, 48 or 60 months will be charged the following usage rates:

a. Customers With 1-10 Lines

<u>Term Period</u>	<u>Local Calling</u>			
	<u>Per Message Rates</u>		<u>Per Minute Rates</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
12 Month	\$0.01	\$0.75	\$0.0050	\$0.20
24 Month	\$0.01	\$0.75	\$0.0050	\$0.20
36 Month	\$0.01	\$0.75	\$0.0050	\$0.20
48 Month	\$0.01	\$0.75	\$0.0050	\$0.20
60 Month	\$0.01	\$0.75	\$0.0050	\$0.20

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\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to the effective date of this tariff sheet.

12 - RATES & CHARGES (Cont'd)

12.8 NETWORK SWITCHED SERVICES (Cont'd.)

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12 - RATES & CHARGES (Cont'd)

12.8 NETWORK SWITCHED SERVICES (Cont'd.)

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12 - RATES & CHARGES (Cont'd)

12.9 ALTERNATE TELEPHONE NUMBER LISTINGS

	Monthly		Nonrecurring		Additional	
	Min.	Max.	First Min.	Max.	Min.	Max.
Non-Published						
– Residence	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
– Business	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
Non-Listed						
– Residence	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
– Business	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
Additional Listing						
– Residence	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
– Business	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
Cross-Reference Listing						
– Residence	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
– Business	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
Extra Line Listing						
– Residence	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
– Business	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
Foreign Listing						
– Residence	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00
– Business	\$0.01	\$3.50	\$0.01	\$20.00	\$0.01	\$20.00

Issued: 8/21/00

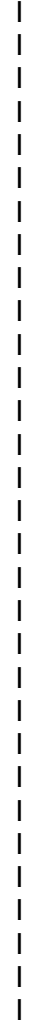
Effective:9/20/00

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Vice President, Legal and Regulatory Affairs  
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Rochester, New York 14604

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12 - RATES & CHARGES (Cont'd)

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Issued: 4/8/2008

Issued by: Vice President of Regulatory Compliance  
Choice One Communications of Ohio Inc.  
d/b/a One Communications  
220 Bear Hill Road  
Waltham, MA 02451

Effective: 4/8/2008





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12 - RATES & CHARGES (Cont'd)

12.10.1 BUNDLED SERVICES PLANS (Cont'd.)

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12 - RATES & CHARGES (Cont'd)

12.10.1 BUNDLED SERVICES PLANS (Cont'd.)

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12 - RATES & CHARGES (Cont'd)

12.10.1 BUNDLED SERVICES PLANS (Cont'd.)

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12 - RATES & CHARGES (Cont'd)

12.10.1 BUNDLED SERVICES PLANS (Cont'd.)

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12 - RATES & CHARGES (Cont'd)

12.10.1 BUNDLED SERVICES PLANS\* (Cont'd.)

12.10.1 CHOICEXCHANGE BASIC LINE SERVICE

B. Message Rate Service

1. Columbus Market

a. Two Product Bundling

Customers With 1- 10 Lines

Term Period	Monthly Recurring Charge		Local Calling		Toll	
	Min.	Max.	Min.	Max.	Min.	Max.
12 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500
24 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500
36 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500
48 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500
60 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500

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\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to the effective date of this tariff sheet.

12 - RATES & CHARGES (Cont'd)

12.10.1 BUNDLED SERVICES PLANS\* (Cont'd.)

12.10. 1 CHOICEXCHANGE BASIC LINE SERVICE

B. Message Rate Service

1. Columbus Market

b. Three Product Bundling

Customers With 1- 10 Lines

Term Period	Monthly Recurring Charge		Local Calling		Toll	
	Min.	Max.	Min.	Max.	Min.	Max.
12 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500
24 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500
36 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500
48 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500
60 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500

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\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to the effective date of this tariff sheet.

12 - RATES & CHARGES (Cont'd)

12.10.1 BUNDLED SERVICES PLANS\* (Cont'd.)

12.10.1 CHOICEXCHANGE BASIC LINE SERVICE

B. Message Rate Service

2. Dayton Market

a. Two Product Bundling

Customers With 1- 10 Lines

Term Period	Monthly Recurring Charge		Local Calling		Toll	
	Min.	Max.	Min.	Max.	Min.	Max.
12 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500
24 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500
36 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500
48 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500
60 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500

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\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to the effective date of this tariff sheet.

12 - RATES & CHARGES (Cont'd)

12.10.1 BUNDLED SERVICES PLANS\* (Cont'd.)

12.10.1 CHOICEXCHANGE BASIC LINE SERVICE

B. Message Rate Service

2. Dayton Market

b. Three Product Bundling

Customers With 1- 10 Lines

Term Period	Monthly Recurring Charge		Local Calling		Toll	
	Min.	Max.	Min.	Max.	Min.	Max.
12 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500
24 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500
36 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500
48 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500
60 Month	\$5.00	\$30.00	0.005	0.75	0.005	0.500

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\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to the effective date of this tariff sheet.



12 - RATES & CHARGES (Cont'd)

12.10.1 BUNDLED SERVICES PLANS\* (Cont'd.)

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12 - RATES & CHARGES (Cont'd)

12.10.1 BUNDLED SERVICES PLANS\* (Cont'd.)

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12 - RATES & CHARGES (Cont'd)

12.10.1 BUNDLED SERVICES PLANS\* (Cont'd.)

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Issued: 4/8/2008

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Choice One Communications of Ohio Inc.  
d/b/a One Communications  
220 Bear Hill Road  
Waltham, MA 02451

Effective: 4/8/2008

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12 - RATES & CHARGES (Cont'd)

12.10.1 BUNDLED SERVICES PLANS\* (Cont'd.)

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12 - RATES & CHARGES (Cont'd)

12.10.1 BUNDLED SERVICES PLANS\* (Cont'd.)

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12 - RATES & CHARGES (Cont'd)

12.10.1 BUNDLED SERVICES PLANS\* (Cont'd.)

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12 - RATES & CHARGES (Cont'd)

12.10.1 BUNDLED SERVICES PLANS\* (Cont'd.)

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12 - RATES & CHARGES (Cont'd)

12.11 BUSINESS AND RESIDENTIAL SERVICES - COLUMBUS MARKET (Cont'd)

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12 - RATES & CHARGES (Cont'd)

12.11 BUSINESS AND RESIDENTIAL SERVICES - COLUMBUS MARKET (Cont'd)

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Effective: 4/8/2008





12 - RATES & CHARGES (Cont'd)

12.12 BUSINESS AND RESIDENTIAL SERVICES - DAYTON MARKET (Cont'd)

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12 - RATES & CHARGES (Cont'd)

12.12 BUSINESS AND RESIDENTIAL SERVICES - DAYTON MARKET (Cont'd)

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12 - RATES & CHARGES (Cont'd.)

12.13 BUSINESS AND RESIDENTIAL SERVICES - AKRON MARKET

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12 - RATES & CHARGES (Cont'd)

12.13 BUSINESS AND RESIDENTIAL SERVICES - AKRON MARKET (Cont'd)

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12 - RATES & CHARGES (Cont'd)

12.13 BUSINESS AND RESIDENTIAL SERVICES - AKRON MARKET (Cont'd)

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12 - RATES & CHARGES (Cont'd)

12.14 RESALE COST RECOVERY CHARGE

	<u>Minimum</u>	<u>Maximum</u>
Monthly recurring charge, per line	\$1.00	\$12.00

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Choice One Communications of Ohio Inc.  
100 Chestnut St., Suite 600  
Rochester, New York 14604

Effective: 4/1/06

RATES & CHARGES

13.1 CONNECTION CHARGES

13.1.1 Service Activation Fee:

<u>Business</u>	<u>Residence</u>
\$70.00	\$70.00

13.2 RESTORAL CHARGE

	<u>Business</u>	<u>Residence</u>	
First	\$79.00	\$79.00	(I)
Additional	\$79.00	\$79.00	(I)

13.3 TIME AND MATERIALS CHARGE

First 60 Minutes	\$129.00
Additional 30 Minute Increments	\$41.00

13.4 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

Charge:	\$5.00
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Issued: 11/21/05

Effective: 1/1/06

Issued by: General Counsel  
 Choice One Communications of Ohio Inc.  
 100 Chestnut St., Suite 600  
 Rochester, New York 14604

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RATES & CHARGES (Cont'd.)

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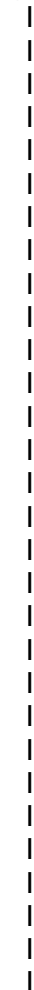
Issued: 4/8/2008

Issued by: Vice President of Regulatory Compliance  
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Effective: 4/8/2008

RATES & CHARGES (Cont'd.)

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RATES & CHARGES (Cont'd.)

13.6 SUPPLEMENTAL SERVICES

13.6.1 Custom Calling Service

Rates and Charges

1. Monthly Charges

Rates for this service are located in the Rate Schedules for Section 13.7.1.1, Residential Network Switched Service and Section 13.8.1.1, Business Network Switched Service.

2. Nonrecurring Connection Charges

Connection charges for this service are located in the Rate Schedules for Section 13.7.1.1(A), Residential Network Switched Service and Section 13.8.1.1(A), Business Network Switched Service.

13.6.2 CLASS Services

Rates and Charges

A. Monthly Charges

Rates for these services are located in the Rate Schedules for Section 13.7.1.1, Residential Network Switched Service, and Section 13.8.1.1, Business Network Switched Service.

B. Nonrecurring Connection Charges

Connection charges for this service are located in the Rate Schedules for Section 13.7.1.1, Residential Network Switched Service and Section 13.8.1.1, Business Network Switched Service.

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Effective:9/20/00

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Vice President, Legal and Regulatory Affairs  
Choice One Communications of Ohio Inc.  
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Rochester, New York 14604

Issued under authority of the Public Utilities Commission of Ohio in Case No. 00-1517-TP-ATA

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RATES & CHARGES (Cont'd.)

13.6 SUPPLEMENTAL SERVICES (Cont'd)

13.6.3 Busy Line Verification and Interrupt Service

Busy Line Verification Charge, each request	\$2.50
Busy Line Interruption Charge, each request	\$2.75

13.6.4 Directory Assistance Service

Directory Assistance	\$1.50	(l)
Directory Assistance Call Completion	\$0.35	
Directory Assistance, 3 <sup>rd</sup> Party Billed	\$2.25	

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Issued: 3/17/08

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RATES & CHARGES (Cont'd.)

13.6 SUPPLEMENTAL SERVICES (Cont'd)

13.6.5 Local Operator Service\*

	Per Call	
Customer Dialed	\$1.00	
Person to Person Collect	\$2.50	
Third Party Billed	\$2.25	(I)
Station to Station	\$1.00	

\* These charges are applied in addition to the local usage charges specified in Section 13.5.

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Issued: 2/3/04

Effective: 3/15/04

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RATES & CHARGES (Cont'd)

13.6 SUPPLEMENTAL SERVICES (Cont'd)

13.6.6 Blocking Service

500, 700, 900 Blocking	Nonrecurring Charges*	
- Residential	\$15.00	(I)
- Business	\$15.00	(I)

A nonrecurring charge only applies when adding blocking to an access line after initial conversion. (T)

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RATES & CHARGES (Cont'd)

13.6 SUPPLEMENTAL SERVICES (Cont'd)

13.6.7 Blocking Service (Cont'd)

	<u>Monthly Recurring</u>	<u>Nonrecurring</u>	
Third Number Billed and Collect Call Restriction			
- Residential	\$0.00	\$15.00	(l)
- Business	\$0.00	\$15.00	(l)
 Toll Restriction			
- Residential	\$0.00	\$15.00	(l)
- Business	\$0.00	\$15.00	(l)
 Toll Restriction Plus Directory Assistance			
- Residential	\$0.00	\$15.00	(l)
- Business	\$0.00	\$15.00	(l)

The above charges apply only when adding blocking services in existing access lines the customer has with the Company after the customer's initial conversion to the Company's local exchange service.

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RATES & CHARGES (Cont'd)

13.6 SUPPLEMENTAL SERVICES (Cont'd)

13.6.8 Vanity Number Service

Residential Customer	<u>Nonrecurring</u> \$15.00
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12 - RATES & CHARGES (Cont'd)

Note: The material previously included on this sheet has been transferred to and consolidated under "Network Switched Services."

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12 - RATES & CHARGES (Cont'd)

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12 - RATES & CHARGES (Cont'd)

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12 - RATES & CHARGES (Cont'd)

Note: The material previously included on this sheet has been transferred to and consolidated under "Network Switched Services."

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12 - RATES & CHARGES (Cont'd)

Note: The material previously included on this sheet has been transferred to and consolidated under "Network Switched Services."

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12 - RATES & CHARGES (Cont'd)

Note: The material previously included on this sheet has been transferred to and consolidated under "Network Switched Services."

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RATES & CHARGES (Cont'd.)

13.8 NETWORK SWITCHED SERVICES

13.8.1 Base Service Line\*

Nonrecurring Connection Charge, New Install: \$45.00

A. Columbus Market

1. Customers With 1-10 Lines

<u>Term of Service</u>	<u>Monthly Recurring Charges</u>		
	<u>Measured</u> <u>Rate</u>	<u>Message</u> <u>Rate</u>	<u>Flat Rate</u>
Month-to-Month	22.95	23.15	42.75
12 Month	22.05	22.10	41.25
24 Month	21.20	21.05	39.80
36 Month	20.30	20.00	38.35
48 Month	20.30	20.00	38.35
60 Month	20.30	20.00	38.35

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\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to the effective date of this tariff sheet.

RATES & CHARGES (Cont'd.)

13.8 NETWORK SWITCHED SERVICES

13.8.1 Base Service Line\*

B. Dayton Market

1. Customers with 1-10 Lines

<u>Term of Service</u>	<u>Monthly Recurring Charges</u>		
	<u>Measured</u>	<u>Message</u>	<u>Flat Rate</u>
Month-to-Month	18.05	19.25	42.75
12 Month	17.35	17.40	41.25
24 Month	16.60	16.50	39.80
36 Month	15.90	15.60	38.35
48 Month	15.90	15.60	38.35
60 Month	15.90	15.60	38.35

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\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to the effective date of this tariff sheet.

RATES & CHARGES (Cont'd.)

13.8 NETWORK SWITCHED SERVICES

13.8.1 Base Service Line\*

C. Akron Market

1. Customers With 1-10 Lines

<u>Term of Service</u>	<u>Monthly Recurring Charges</u>		
	<u>Measured</u>	<u>Message</u>	<u>Flat Rate</u>
	<u>Rate</u>	<u>Rate</u>	
Month-to-Month	20.95	21.20	42.75
12 Month	20.15	20.20	41.25
24 Month	19.35	19.20	39.80
36 Month	18.50	18.20	38.35
48 Month	18.50	18.20	38.35
60 Month	18.50	18.20	38.35

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\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to the effective date of this tariff sheet.

RATES & CHARGES (Cont'd)

13.8 NETWORK SWITCHED SERVICES

13.8.1 Base Service Line

13.8.1.1 Custom Calling Features:

A. Standard Features - Per Line:

	<u>First</u>	<u>Additional</u>	
Nonrecurring Connection Charge:	\$15.00	\$15.00	(l)

Monthly Charges:

Three-Way Conference, Consultation	\$3.50
Call Forwarding Variable	\$3.50
Call Forwarding Busy Line	\$2.50
Call Forwarding Don't Answer	\$2.50
Call Forwarding BL/DA	\$4.00
Call Waiting Terminating	\$3.50
Call Waiting Originating	\$3.50
Speed Calling One Digit (8)	\$3.50
Speed Calling Two Digit (30)	\$4.50
Call Forward Remote Access	\$2.50
Call Transfer	\$6.75
Direct Connect Line	\$1.00

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RATES & CHARGES (Cont'd.)

13.8 NETWORK SWITCHED SERVICES

13.8.1 Base Service Line

13.8.1.1 Custom Calling Features: (Cont'd)

D.	<u>CLASS Features Line Charge:</u>			
	Nonrecurring Connection Charge:	<u>First</u>	<u>Additional</u>	(l)
		\$15.00	\$15.00	
	<u>Monthly Recurring Charges</u>	<u>Per Line, Per Month</u>		
	Caller ID	\$7.50		
	Caller ID Blocking	N/A		
	Call Return	\$3.50		
	Repeat Dialing	\$3.50		
E.	<u>CLASS Features Usage Charge:</u>	<u>Per Use</u>		
	Call Return	\$1.49		(l)
	Repeat Dialing	\$0.95		(l)
	Call Trace	\$1.50		

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RATES & CHARGES (Cont'd.)

13.8 NETWORK SWITCHED SERVICES (Cont'd.)

13.8.1 Base Service Line (Cont'd.)\*

B. Usage Rates

1. Month-To-Month Rates

See Rate Schedule in Section 13.5.

2. Term Commitment Rates

Customers who agree to subscribe to Measured Rate Service or Message Rate Service for terms of 12, 24, 36, 48 or 60 months will be charged the following usage rates:

a. Customers with 1-10 Lines

<u>Term Period</u>	<u>Local Calling</u>	
	<u>Per Message Rates</u>	<u>Per Minute Rates</u>
12 Month	\$0.060	\$0.020
24 Month	\$0.060	\$0.019
36 Month	\$0.060	\$0.018

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RATES & CHARGES (Cont'd)

13.8 NETWORK SWITCHED SERVICES

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RATES & CHARGES (Cont'd)

13.8 NETWORK SWITCHED SERVICES (Cont'd)

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RATES & CHARGES (Cont'd.)

13.8 NETWORK SWITCHED SERVICES (Cont'd.)

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RATES & CHARGES (Cont'd)

13.9 Alternate Telephone Number Listings

	<u>Monthly</u>	<u>Nonrecurring</u>		
		<u>First</u>	<u>Additional</u>	
Non-Published				
Business	\$2.50	\$15.00	\$15.00	(l)
Residence	\$2.00	\$15.00	\$15.00	(l)
Non-Listed				
Business	\$2.50	\$15.00	\$15.00	(l)
Residence	\$2.00	\$15.00	\$15.00	(l)
Additional Listing				
Business	\$3.00	\$15.00	\$15.00	(l)
Residence	\$2.00	\$15.00	\$15.00	(l)
Cross Reference Listing				
Business	\$2.50	\$15.00	\$15.00	(l)
Residence	\$2.00	\$15.00	\$15.00	(l)
Extra Line Listing				
Business	\$2.50	\$15.00	\$15.00	(l)
Residence	\$2.00	\$15.00	\$15.00	(l)
Foreign Listing				
Business	\$2.50	\$15.00	\$15.00	(l)
Residence	\$2.00	\$15.00	\$15.00	(l)

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RATES & CHARGES (Cont'd.)

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RATES & CHARGES (Cont'd.)

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RATES & CHARGES (Cont'd.)

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RATES & CHARGES (Cont'd.)

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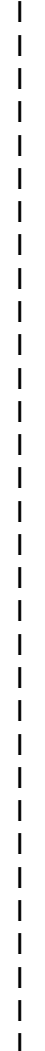
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RATES & CHARGES (Cont'd.)

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RATES & CHARGES (Cont'd.)

13.10 BUNDLED SERVICES PLANS\* (Cont'd.)

13.10.1 CHOICEXCHANGE BASIC LINE SERVICE

B. Message Rate Service

1. Two Product Bundling - Akron

Customers with 1-10 Lines

<u>Term</u> <u>Period</u>	<u>Monthly</u> <u>Recurring</u> <u>Charge</u>	<u>Local</u> <u>Calling</u>	<u>Toll</u>
12 Month	18.20	0.060	0.0810
24 Month	16.55	0.060	0.0750
36 Month	14.90	0.050	0.0650
48 Month	14.90	0.050	0.0650
60 Month	14.90	0.050	0.0650

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\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to the effective date of this tariff sheet.



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RATES & CHARGES (Cont'd.)

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RATES & CHARGES (Cont'd.)

13.11 FAST FORWARDING (Cont'd.)

A. Per Line Charge

Monthly Recurring Charges            \$29.95

Non-Recurring Charges            Non-Recurring Charges for Month-to-Month Business Measured Rate Service as set forth in Section 13.8.1

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RATES & CHARGES (Cont'd.)

13.12 RETURNED CHECK CHARGE

Charge Per Returned Check: \$20.00

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Vice President, Legal and Regulatory Affairs  
Choice One Communications of Ohio Inc.  
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RATES & CHARGES (Cont'd.)

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13 - RATES & CHARGES (Cont'd)

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13 - RATES & CHARGES (Cont'd)

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13 - RATES & CHARGES (Cont'd)

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RATES & CHARGES (Cont'd)

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13 - RATES & CHARGES (Cont'd)

13.14 BUSINESS AND RESIDENTIAL SERVICES - DAYTON MARKET (Cont'd)

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13 - RATES & CHARGES (Cont'd)

13.14 BUSINESS AND RESIDENTIAL SERVICES - DAYTON MARKET (Cont'd)

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13 - RATES & CHARGES (Cont'd)

13.14 BUSINESS AND RESIDENTIAL SERVICES - DAYTON MARKET (Cont'd)

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RATES & CHARGES (Cont'd.)

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RATES & CHARGES (Cont'd)

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RATES & CHARGES (Cont'd)

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RATES & CHARGES (Cont'd)

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RATES & CHARGES (Cont'd)

13.19 RESALE COST RECOVERY CHARGE

Monthly recurring charge, per line \$4.30

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Choice One Communications of Ohio Inc.  
100 Chestnut St., Suite 600  
Rochester, New York 14604

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14 - INTEREXCHANGE SERVICES TARIFF

14.1 EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C- Signifies changes in regulation
- D - Signifies discontinued rate regulation
- I - Signifies increase
- M - Signifies moved from another tariff location
- N - Signifies new rate or regulation
- R - Signifies reduction
- T - Signifies change in text but no change in rate or charge

Counties that Choice One Communications Inc. Of Ohio proposes to service:

See Section 11 above.

14.2 DESCRIPTION OF TARIFF

This tariff applies to the interexchange telecommunications services furnished by Choice One Communications Inc. ("Carrier") between one or more points within the State of Ohio.

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Vice President, Legal and Regulatory Affairs  
Choice One Communications of Ohio Inc.  
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Rochester, New York 14604

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.3 DEFINITION OF TERMS

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

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

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

Calling Card - A postpaid or prepaid calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a postpaid or prepaid account. Calls charged to a Carrier-issued postpaid Calling Card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued prepaid Calling Card will be charged against the debit account.

Carrier or Company - Refers to Choice One Communications Inc.

Commission - Refers to the Public Utilities Commission of Ohio.

Common Carrier - A company or entity providing telecommunications services to the public.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.3 DEFINITION OF TERMS (Cont'd.)

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Subscriber/Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term - The time frame by which the Subscriber agrees to be served by the Carrier.

User - The person(s) utilizing Carrier's services.

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Issued under authority of the Public Utilities Commission of Ohio in Case No. 00-1517-TP-ATA

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.4 APPLICATION OF TARIFF

- 14.4.1 This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier for telecommunications between points within the State of Ohio. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 14.4.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 14.4.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 14.4.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Public Utilities Commission of Ohio. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.5 USE OF SERVICE

- 14.5.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 14.5.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 14.5.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 14.5.4 Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 14.5.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 14.5.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- 14.5.7 Carrier's services may be denied for any use by Customer which is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or wilful misrepresentation.
- 14.5.8 Carrier's services shall not be used to transmit impermissible content.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.6 LIABILITY OF CARRIER

- 14.6.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 14.6.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 14.6.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 14.6.4 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.
- 14.6.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.6 LIABILITY OF CARRIER (Cont'd.)

- 14.6.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 14.6.7 The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.
- 14.6.8 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.
- 14.6.9 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 facilities or equipment used for or in conjunction with the Company's service.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.6 LIABILITY OF CARRIER (Cont'd.)

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

- A. Breach in the privacy or security of communications transmitted over the Company's facilities;
- B. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- C. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- D. Any act or omission in connection with the provision of 911, E911 or similar services;
- E. Any noncompletion of calls due to network busy conditions;
- F. Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
- G. Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.6 LIABILITY OF CARRIER (Cont'd.)

14.6.11 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- A. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- B. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- C. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.6 LIABILITY OF CARRIER (Cont'd.)

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

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

14.6.14 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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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.7 RESPONSIBILITIES OF THE SUBSCRIBER

- 14.7.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of all charges including unauthorized charges, for calls originated at the Subscriber's number(s), excluding calls billable to another party (and that party not being the Subscriber), such as collect, third party, calling card, or credit card calls.
- 14.7.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 14.7.3 If required for the provision of Carrier's services, the Subscriber must provide all necessary equipment space, supporting structure, conduit, rights of way, building access and electrical power without charge to Carrier.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.7 RESPONSIBILITIES OF THE SUBSCRIBER (Cont'd.)

14.7.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required by Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

14.7.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.7 RESPONSIBILITIES OF THE SUBSCRIBER (Cont'd.)

- 14.7.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 14.7.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 14.7.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 14.7.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 14.7.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier that may require indemnification from the Subscriber of which the Carrier is aware.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.8 CANCELLATION OR INTERRUPTION OF SERVICES

14.8.1 General

- A. A service is interrupted when it becomes unusable to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by Carrier to be impaired.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.8 CANCELLATION OR INTERRUPTION OF SERVICES (Cont'd.)

14.8.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.8 CANCELLATION OR INTERRUPTION OF SERVICES (Cont'd.)

14.8.2 Limitations on Allowances (Cont'd.)

- F. during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to Carrier within one (1) year of the date that service was affected.

14.8.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

14.9 DISCONTINUANCE OF SERVICE FOR CAUSE

14.9.1 Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:

- A. For nonpayment of any sum due to the Company for more than thirty (30) days after issuance of the bill for the amount due;
- B. For violation of any of the provisions of this tariff;
- C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or
- D. By reason of any order or decision of a court, public utilities commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.9 DISCONTINUANCE OF SERVICE FOR CAUSE (Cont'd.)

14.9.2 Dishonored Checks

When a check received from a residential customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months. At the option of the Company, the returned check charge may be waived because of extenuating circumstances (i.e., bank error).

14.10 BILLING ARRANGEMENTS

14.10.1 The Subscriber will either be billed directly by Carrier or its intermediary, or charges will be included in the Subscriber's regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.

14.10.2 Carrier will render bills monthly. Payment is due on the date specified on the Customer's bill.

14.10.3 Late Payment Charges

- A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the 14<sup>th</sup> day following the date of the postmark on the envelope containing the company's bill for service. A late payment charge of 1.5% will be applied to charges not paid by their due date.
- B. The late payment charge will not be applied to previous late payment charges that have been assessed, but not paid for, but will apply to the accumulated services for which the customer is in arrears. The late payment charges are to be applied without discrimination.
- C. Late payment charges do not apply to final accounts.
- D. Late payment charges do not apply to government agencies of the State of Ohio. These agencies are required to make payment in accordance with applicable state law.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.11 RETURNED CHECK CHARGE

A charge will be assessed for all checks returned by drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

Minimum Charge: \$1.00

Maximum Charge: \$50.00

14.12 MINIMUM USE CONTRACTS

- 14.12.1 The Company may offer services which require a minimum use guarantee ("MUG") wherein the Subscriber agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement.
- 14.12.2 Should the Subscriber choose to terminate a MUG agreement prior to its expiration date, the Subscriber will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Carrier's approval, Subscriber converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirement is specified in the agreement, upon early termination of Subscriber's agreement, Subscriber will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.
- 14.12.3 The minimum initial billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.13 VALIDATION OF CREDIT

Carrier reserves the right to validate the creditworthiness of Subscribers or Users prior to the commencement of service, and to reject, in Carrier's sole judgment, unqualified Subscribers or Users. No Subscriber or User shall have any claim against Carrier for a credit rejection.

14.14 CONTESTED CHARGES

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless objection is received by Carrier within one (1) year after such bills are rendered. In the case of a billing dispute between the Subscriber and Carrier for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber shall take the following course of action within one (1) year of the billing date:

14.14.1 First, the Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

14.14.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by Carrier, the Subscriber may file an appropriate complaint with the Public Utilities Commission of Ohio. The Commission's address is:

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

14.15 BILLING ENTITY CONDITIONS

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.16 DEPOSITS

14.16.1 Deposit Requirements

To safeguard its interest, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Rule 4901:1-17 of the Ohio Administration Code. A deposit may be required if the customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. 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 (2) months' charges for tariffed services plus 30% of the monthly estimated charge for a specified customer or; two (2) month's charges for service or facility which has a minimum period of one month. A deposit may be required in addition to an advance payment.

Upon discontinuance of service, the Company, with-in forth-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company. Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:17-05 of the Ohio Administration Code. Deposits held for less than 180 days will not accrue interest.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd)

14.17 TELEPHONE SURCHARGES/TAXES/CONTRIBUTIONS

In addition to the rates and charges applicable according to the rules and regulations of this tariff, various surcharges and taxes may apply to charges incurred by and billed to the customer on the monthly billing statement. The Customer is responsible for payment of any and all such fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes, however designated, (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes, but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision, or as deemed taxable by the political subdivision.

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14.18 MINIMUM CALL COMPLETION RATE

Carrier will ensure an industry standard blocking rate no greater than P.01.

14.19 PROMOTIONS

Carrier may from time to time offer promotional services.



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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.20 PRESUBSCRIBED INTEREXCHANGE CARRIER CHARGE ("PICC")

Presubscribed Interexchange Carrier Charges are neither contributory to nor eligible to receive discounts nor are they eligible to contribute to meeting minimum monthly usage requirements. This charge applies on a monthly basis to all Customer monthly bills beginning with bills dated on or after the effective date of this Tariff. The application of this charge is subject to billing availability.

Residential Customers

Non-Primary Lines -- A PICC of up to \$1.50 applies to each non-primary residential line presubscribed to Carrier as the primary interexchange carrier where Carrier can determine that the Customer has more than one line.

Primary -- A PICC of up to \$0.53 applies to each primary residential line presubscribed to Carrier as the primary interexchange carrier.

Business Customers

Single Line -- A PICC of up to \$0.53 applies to each line presubscribed to Carrier as the primary interexchange carrier where Carrier can determine that the Customer has only one line. Carrier as the primary interexchange carrier where Carrier can determine that the Customer accesses Carrier via a Local Exchange Carrier-provided Centrex line.

All Other Lines -- A PICC of up to \$2.75 applies to each line presubscribed to Carrier as the primary interexchange carrier for all other Customers of Carrier's business services.

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Effective:9/20/00

Issued by: Kim Robert Scovill  
Vice President, Legal and Regulatory Affairs  
Choice One Communications of Ohio Inc.  
100 Chestnut St., Suite 700  
Rochester, New York 14604

Issued under authority of the Public Utilities Commission of Ohio in Case No. 00-1517-TP-ATA

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.20 PRESUBSCRIBED INTEREXCHANGE CARRIER CHARGE ("PICC") (Cont'd.)

ISDN Lines

BRI-ISDN Lines -- A PICC of up to \$1.50 applies to each residential line presubscribed to Carrier as the primary interexchange carrier where Carrier can determine that the Customer accesses Carrier via a local exchange carrier-provided Basic Rate Interface Integrated Digital Services Network line.

PRI-ISDN Lines -- A PICC of up to \$13.75 applies to each line presubscribed to Carrier as the primary interexchange carrier where Carrier can determine that the Customer accesses Carrier via a Local Exchange Carrier-provided Primary Rate Interface Integrated Services Digital Network line.

Automatic Number Identification Terms and Conditions

- 14.20.1 Carrier will provide Automatic Number Identification ("ANI") associated with an intrastate service, by tariff, to any entity ("ANI recipient"), only under the terms and conditions of this section.
- 14.20.2 The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 14.20.3 The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.20 PRESUBSCRIBED INTEREXCHANGE CARRIER CHARGE ("PICC") (Cont'd.)

- 14.20.4 The ANI recipient or its designated billing agent is prohibited from utilizing formation to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 14.20.5 The ANI recipient, or its designated billing agent, is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use, other than those listed above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- 14.20.6 Violation of any of the foregoing terms and conditions by any ANI recipient may result in suspension of the transmission of ANI by the Carrier until such time as the Carrier receives written confirmation from the ANI recipient that the violations have ceased or have been corrected.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.21 UNIVERSAL SERVICE FUND CONTRIBUTION CHARGE

The Customer will be assessed a monthly federal Universal Service Fund Contribution charge on all telecommunications services to cover the cost of contributions that Carriers are required to make under the Telecommunications Act of 1996 to the federal Universal Service Fund.

Services provided pursuant to this tariff are subject to a monthly Universal Service Fund Contribution charge. The Company will assess this charge at the rates set forth in its applicable FCC tariff.

This charge does not apply to services provided to telecommunications carriers if such carriers purchase services for resale to end users and provide Carrier with the telecommunications carrier's federal excise tax exemption. At its sole discretion, Carrier may require the telecommunications carrier to provide additional documentation regarding the telecommunications carrier's satisfaction of its Universal Service Fund reporting and contribution obligations with respect to the resold Carrier services.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

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Issued: 4/8/2008

Issued by: Vice President of Regulatory Compliance  
Choice One Communications of Ohio Inc.  
d/b/a One Communications  
220 Bear Hill Road  
Waltham, MA 02451

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

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Choice One Communications of Ohio Inc.  
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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

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Choice One Communications of Ohio Inc.  
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220 Bear Hill Road  
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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

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Choice One Communications of Ohio Inc.  
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220 Bear Hill Road  
Waltham, MA 02451

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.24 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service that varies from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in this Tariff. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

14.25 BLOCKING OF SERVICE

The Company's facilities cannot be used to originate calls to Information Provider caller-paid information services. The Company reserves the right to block services that violate its use service policies or are otherwise in violation of this Tariff.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 4, following.

14.26 TIMING OF CALLS

Billing for calls placed over the Company's network is based in part on the duration of the call. There shall only be timing for conversation time and there shall be no charge for uncompleted calls. Conversation time is defined as the elapsed time when two-way communication between the calling and called party is possible. The call ends when either the calling or called party hangs up. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch.

14.27 DISTANCE-BASED CHARGES

Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates.

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.28 TIME PERIODS FOR RATE APPLICABILITY

The following time periods apply to rates for all services unless stated to the contrary in Section 4, following.

- (1) The Day Rate Period is 8 AM to, but not including, 5 PM Monday through Friday.
- (2) The Evening Rate Period is 5 PM to, but not including, 11 PM Monday through Friday and 5 PM to, but not including, 11 PM Sunday.
- (3) The Night Rate Period is 12 Midnight to, but not including, 8 AM and 11 PM to, but not including, Midnight Monday through Friday; All Day Saturday; and 12 Midnight to, but not including, 5 PM and 11 PM to Midnight Sunday.
- (4) On Holidays, Evening Rates apply at all times, unless a lower rate would normally apply.
- (5) Calls that overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

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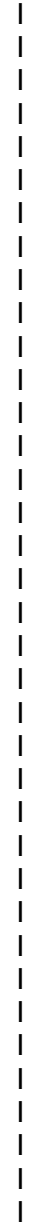
14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.33 OPERATOR ASSISTED SERVICES

The Company's Long Distance Operator Assisted Services are available for use by presubscribed Customers of the Company's Outbound/Inbound Long Distance Service. Calls are billed in six (6) second increments, after an initial minimum period of eighteen (18) seconds, with additional per call charges reflecting the level of operator assistance and billing arrangement requested by the Customer. Each call is rounded up to the nearest one-tenth of a minute after the first minute.

- A. Person-to-Person : A per call charge that applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing arrangement, including, but not limited to, billing to the originating line, a Company calling card, commercial credit card, collect, by deposit of coins in pay telephones, or to a third party. This charge does not apply unless the specified party or an acceptable substitute is available.
- B. Station-to-Station (also referred to as "sent paid"): A per call charge that applies in addition to long distance usage charges for non-Person-to-Person calls placed with the assistance of a Company operator. This charge applies regardless of billing arrangement, including, but not limited to, billing to the originating line, a Company calling card, commercial credit card, collect, by deposit of coins in pay telephones, or to a third party.
- C. Third Party Billed: A billing arrangement whereby charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements for Third Party Billed calls.
- D. Collect Billed: A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements for Collect Billed calls.

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Rochester, New York 14604

OH-00-01

14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.33 OPERATOR ASSISTED SERVICES (Cont'd.)

- E. 0+ Mechanized Calls: Calls made by dialing zero plus the desired telephone number, where the call is interrupted by a mechanized operator (i.e., a recorded announcement) requesting the caller to enter the billing information.
- F. 0+ Time Out Calls: Calls made by dialing zero plus the desired telephone number, where the call is interrupted by a live operator or mechanized operator (i.e., recorded announcement) requesting the caller to enter the billing information.
- G. 0- Calls: Calls made by dialing zero only and the caller then waits for the operator to pick up the line and assist to the caller in placing and/or billing for the call.
- H. Time Charge Calls: Calls made by dialing 0- or 0+, where the caller asks the operator to place the call, and return to the line at the end of the call and provide the customer with the cost for the completed call.
- I. Directory Assistance Calls: Calls made by dialing area code+555-1212 to obtain telephone number and/or other information from the Directory Assistance operator.

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Choice One Communications of Ohio Inc.  
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14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.34 PRICE LIST

- A. (D)
  
- B. (D)
  
- C. (D)
  
- D. (D)
- E. (D)
- F. (D)
  
- G. Returned Check Charge: \$20.00 for each returned check
  
- H. (D)
  
- I. (D)  
(D)  
(D)  
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(D)

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified with an asterisk (\*) in this section prior to the effective date of this tariff sheet.

14 - INTEREXCHANGE SERVICES TARIFF (Cont'd.)

14.34 PRICE LIST

J. – Toll Free Directory Listing	\$15.00/month and \$10.00 Non-Recurring Charge
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Issued: 12/18/03

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Choice One Communications of Ohio Inc.  
100 Chestnut St., Suite 700  
Rochester, New York 14604

Effective: 1/1/04

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