# LARGE FILING SEPERATOR SHEET

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#### 2.1.3 <u>Verizon Exchange Service Areas</u> (cont'd)

EXCHANGE AREA

EXCHANGE AREAS IN LOCAL SERVICE AREA

North Baltimore Bloomdale, Cygnet, North Baltimore and Van Buren

North Eaton Columbia Station, Elyria, Grafton and North Eaton

North Georgetown Alliance, Damascus, East Rochester, Hanoverton, North

Georgetown, Sebring and Winona

North Star North Star, Rossburg and Yorkshire

Norwalk Berlin Heights, Greenwich, Milan, Monroeville, New

London. Norwalk and Wakeman

Oak Harbor Oak Harbor

Oak Hill Jackson and Oak Hill

Oberlin Elyria and Oberlin

Ohio City, Rockford, Van Wert and Willshire-Wren

Ostrander Delaware, Radnor, Rathbone and Ostrander

Oxford Cincinnati, Hamilton, Morning Sun and Oxford, Ohio

and West College Corner, Indiana

As Approved in Case No. 06-1495-TP-ACE

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Steven Gareleck, President 5490 McGinnis Village Place, Suite 114 Alpharetta, Georgia 30005

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#### 2.1.3 Verizon Exchange Service Areas (cont'd)

EXCHANGE AREA	<b>EXCHANGE AREAS IN LOCAL</b>	SERVICE AREA

Paris Alliance, Canton, Minerva and Paris

Payne Payne and Paulding

Peebles Peebles, Seaman, Sinking Spring and West Union

Pemberville Bowling Green and Pemberville

Perrysville Loudonville and Perrysville

Phillipsburg Brookville, Dayton, Englewood, Laura, Phillipsburg

and West Milton

Piketon Beaver, Idaho, Piketon and Waverly

Pioneer Montpelier, Pioneer and West Unity, Ohio and Ransom,

Michigan

Plain City Dublin, Hilliard, Plain City, Resaca and West Jefferson

and all calls to stations bearing the designations of Columbus, Alton, Canal Winchester, Gahanna, Grove City, Groveport, Harrisburg, Lockburne, New Albany,

Reynoldsburg, Westerville and Worthington

Pleasantville Baltimore, Lancaster, Millersport, Pleasantville,

Rushville and Thornville

As Approved in Case No. 06-1495-TP-ACE

## 2.1.3 Verizon Exchange Service Areas (cont'd)

<b>EXCHANGE AREA</b>	EXCHANGE AREAS IN LOCAL SERVICE AREA	
Plymouth	Plymouth and Willard	
Polk	Ashland, Polk, Red Haw, Savannah, Sullivan and West Salem	
Pomeroy	Chester, Letart Falls, Pomeroy and Portland, Ohio and Mason and New Haven, West Virginia	
Port Clinton	Marblehead and Port Clinton	
Portland	Letart Falls, Pomeroy and Portland	
Portsmouth	Minford-Stockdale and Portsmouth, Ohio and South Shore, Kentucky	
Port William	Port William, Sabina and Wilmington	
Prospect	Marion, Prospect, Radnor and Richwood	
PUT-IN-BAY	PUT-IN-BAY	

Delaware, Ostrander, Prospect and Radnor

As Approved in Case No. 06-1495-TP-ACE

Radnor

Issue Date: December 21, 2006

#### 2.1.3 Verizon Exchange Service Areas (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Rathbone	Cheshire Center, Delaware, Ostrander, Rathbone and the Columbus Metropolitan area, such area consisting of Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, West Jefferson and Worthington
Rawson	Findlay, Jenera and Rawson
Red Haw	Ashland, Congress, Polk, Red Haw and West Salem
Republic	Bloomville, Green Springs, Republic and Tiffin
Resaca	Alton, Columbus, Hilliard, London, Mechanicsburg, Milford Center, Plain City, Resaca and West Jefferson
Richmond	Amsterdam, Richmond and Steubenville

Richwood Magnetic Springs, Prospect and Richwood

Russellville Decatur, Georgetown, Ripley and Russellville

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

#### 2.1.3 Verizon Exchange Service Areas (cont'd)

EXCHANGE AREA	<b>EXCHANGE AREAS IN LOCAL SERVICE AREA</b>

Sabina New Vienna, Port William, Sabina and Wilmington

Sardinia Georgetown, Mt. Orab, Mowrystown and Sardinia

Savannah Ashland, Polk and Savannah

Scio Bowerston, Cadiz, Jewett and Scio

Scott Convoy, Grover Hill, Scott and Van Wert

Seaman, West Union and Winchester

Seville Creston, Medina, Seville and Westfield Center

Shade Athens and Shade

Sharon Center Medina, Sharon Center, Akron and Wadsworth

Sinking Spring Peebles and Sinking Spring

Smithfield Brilliant, Dillonvale, Smithfield and Steubenville

Spencer Chatham, Homerville, Medina and Spencer

Spencerville, Venedocia and Lima

As Approved in Case No. 06-1495-TP-ACE

## 2.1.3 Verizon Exchange Service Areas (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
St. Marys	Celina, St. Marys and New Bremen
Strasburg	Beach City, Bolivar, New Philadelphia and Strasburg
Sugarcreek	Baltic, Berlin, New Philadelphia and Sugarcreek
Summerfield	Caldwell, Dexter City and Summerfield
Sylvania	Lost Peninsula, Michigan; Sylvania and Toledo Metropolitan Area, such area consisting of Toledo, Holland, Maumee, Perrysburg and Whitehouse
The Plains	Athens and The Plains
Tiltonsville	Dillonvale, Martins Ferry-Bridgeport and Tiltonsville
Tipp City	Christiansburg, New Carlisle, Tipp City, Troy and Dayton
Trotwood	Brookville, Englewood, Liberty, New Lebanon, Trotwood and the Dayton Metropolitan Area, such area consisting of Dayton, Beaver Creek, Bellbrook, Centerville, Fairborn, Miamisburg-West Carrollton and Vandalia
Troy	Christiansburg, Covington, New Carlisle, Pleasant Hill, Tipp City, West Milton, and Troy

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

#### 2.1.3 <u>Verizon Exchange Service Areas</u> (cont'd)

XCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA

Valley City Brunswick, Medina and Valley City

Van Buren Arcadia, Findlay, North Baltimore and Van Buren

Wadsworth Akron, Rittman, Sharon Center and Wadsworth

Wakeman Norwalk and Wakeman

Waldo Marion and Waldo

Warsaw Cooperdale, Coshocton and Warsaw

Watertown Barlow, Bartlett, Beverly, Lowell, Marietta, Stockport

and Watertown

Waverly Beaver, Idaho, Piketon and Waverly

Wayne-Bradner and Bowling Green.

Wellington Elyria and Wellington

Wellston Jackson and Wellston

West Alexandria Eaton, Farmersville, Gratis, New Lebanon and West

Alexandria

As Approved in Case No. 06-1495-TP-ACE

## 2.1.3 <u>Verizon Exchange Service Areas</u> (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Westfield Center	Creston, Lodi, Medina, Seville and Westfield Center
West Milton	Dayton, Englewood, Laura, Phillipsburg, Troy and West Milton
Weston	Bowling Green, Deshler, Grand Rapids and Weston
West Salem	Burbank, Congress, Homerville, Lodi, Polk, Red Haw and West Salem
West Union	Manchester, Peebles, Seaman and West Union
West Unity	Bryan, Monpelier, Pioneer and West Unity
Wharton	Forest, Mt. Blanchard, Upper Sandusky, Vanlue and Wharton
Wilkesville	Albany, McArthur and Wilkesville

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

## 2.1.3 <u>Verizon Exchange Service Areas</u> (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Willard	Willard, Attica and Plymouth
Williamsport	Circleville and Williamsport
Willshire-Wren	Convoy, Ohio City, Rockford, Van Wert and Willshire-Wren
Wilmington	Blanchester, Clarksville, Martinsville, New Burlington, New Vienna, Port William, Sabina and Wilmington
Wilmot	Beach City, Berlin, Brewster, Massillon, Millersburg

Wilmot and Wooster

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

## 2.1.3 <u>Verizon Exchange Service Areas</u> (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Winona	Damascus, Hanoverton, Lisbon, North Georgetown, Salem and Winona
Woodstock	Marysville, Mechanisburg, Milford Center, North Lewisburg, Urbana and Woodstock
Yorkshire	Maria Stein, North Star, Versailles and Yorkshire

As Approved in Case No. 06-1495-TP-ACE

#### 2.1.4 Calling Areas

#### A) Metropolitan Areas

The exchange areas included in the Cleveland Metropolitan Area are as 1) follows:

> Cleveland North Royalton Bedford Olmstead Falls Berea Strongsville Brecksville Terrace Chagrin Falls **Trinity** Victory Gates Mills Wickliffe Hillcrest Willoughby Independence

Montrose

2) The exchange areas included in the Columbus Metropolitan Area are as follows:

> Columbus Hilliard Lockbourne Alton Canal Winchester New Albany Reynoldsburg Dublin Westerville Gahanna West Jefferson Grove City Groveport Worthington Harrisburg

As Approved in Case No. 06-1495-TP-ACE

#### 2.1.4 Calling Areas

- A) Metropolitan Areas (cont'd)
  - 3) The exchange areas included in the Dayton Metropolitan Area are as follows:

Dayton

Fairborn

Beavercreek

Miamisburg-West Carrollton

Bellbrook

Vandalia

Centerville

4) The exchange areas included in the Toledo Metropolitan Area are as follows:

Toledo

Holland

Maumee Perrysburg

Whitehouse

## 2.1.5 <u>VERIZON EXCHANGES AND THEIR EXTENDED AREA DESIGNATIONS</u>

Customer Exchange	Called Exchange	Extended Area
Guysville	Athens	1
	Coolville	1
Hamersville	Bethel	1
	Cincinnati	3
	Clermont	2
	Felicity	1
	Georgetown	1
	Higginsport	1
	Mt. Orab	1
Hanoverton	East Rochester	1
	Lisbon	1
	North Georgetown	1
	Winona	1
Harlem Springs	Amsterdam	1
	Bergholz	1
	Carrollton	1
	Mechanicstown	1
Harpster	Marion	2
	Upper Sandusky	1
Haskins-Tontogany	Bowling Green	1
	Grand Rapids	1

As Approved in Case No. 06-1495-TP-ACE

## 2.1.5 <u>VERIZON EXCHANGES AND THEIR EXTENDED AREA DESIGNATIONS</u>

Customer Exchange Hayesville	Called Exchange Ashland	Extended Area 1
Helena	Bettsville	1
	Fremont Gibsonburg	1 1
Hicksville	None	
Higginsport	Cincinnati	3
	Clermont	3
	Felicity	1
	Georgetown	1
	Hamersville	1
Homerville	Lodi	1
	Spencer	1
	West Salem	1
Huron	Berlin Heights	1
	Sandusky	1
Idaho	Piketon	1
	Waverly	1

As Approved in Case No. 06-1495-TP-ACE

#### 2.2 Feature Descriptions

A The Company's local exchange services have a variety of available features that let the Customer design a service tailored to meet their needs. Below are feature descriptions.

#### Caller ID with Number

Allows for the automatic delivery of a calling party's number to the called customer. The telephone number is displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call waiting tone, but the new incoming call number will not be displayed.

#### Caller ID with Name and Number

Allows for the automatic delivery of a calling party's name and number to the called party. The name and number are displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call-waiting tone, but the new incoming name and number will not be displayed.

#### Caller ID Blocking Per Line

Provides default blocking of delivery of the calling customer's telephone number. Blocking can be deactivated by the customer by dialing an access code before each call. When the customer hangs up, the default blocking is reinstated.

#### Caller ID Blocking Per Call

Provides blocking of delivery of the calling customer's telephone number on a per call basis. Blocking can be activated by the customer dialing an access code before each call.

As Approved in Case No. 06-1495-TP-ACE

#### 2.2 Feature Descriptions (cont'd)

#### Call Forward

This optional feature allows all calls directed to a telephone number to be routed to a user defined telephone number. The user can activate/deactivate Call Forward and define a telephone number where all calls will be forwarded. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number.

#### Call Forward Busy Line

This optional feature forwards calls to a busy station to a predetermined number. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number. The user is charged any applicable usage charges for the forwarded call.

#### Call Forward Don't Answer

Allows users to re-route a call to a predetermined station in the event that the call is not answered within a customer-specified number of rings. Users are charged for any applicable usage charges on the forwarded call.

#### Call Pick Up

This optional feature allows a call to be answered from a different line by dialing a code. All lines in the group must be equipped with this feature. The Customer can have an unlimited number of lines in a Call Pick Up group.

As Approved in Case No. 06-1495-TP-ACE

#### 2.2 <u>Feature Descriptions (cont'd)</u>

#### Call Transfer

This optional feature allows the user to transfer any established call to another telephone number (inside or outside of the system) without the assistance of an attendant.

#### Call Waiting

This optional feature provides a tone to notify a Customer on an existing call that a second call is waiting.

#### Consultation Hold

This temporary hold feature is inherent in Call Transfer and Three Way Calling. It is activated by depressing the switch hook.

#### Direct Connect Hotline

This optional feature allows a Customer to automatically dial a designated number whenever the originating telephone goes off hook. This feature is assigned to a phone which is used only for this purpose.

#### Hunting

This standard feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Typically this feature is used with the customer's main telephone number and several subtending lines so that the customer can receive calls on several lines, although all calls are placed to the same number. Hunting will not work with Call Forward Busy and Don't Answer.

#### Speed Dial

This optional feature allows a Customer to designate up to six numbers to be called by dialing a code.

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

#### 2.2 Feature Descriptions (cont'd)

#### Speed Dial, Expanded

This optional feature allows Customer to designate up to thirty numbers to be called by dialing a code.

### Speed Dial, Group

Allows up to five lines on a Customer's system to share a Speed Dial list. This can be either a six number or expanded speed dial list.

#### Three Way Calling

Allows a user to add a third party to an existing conversation without expensive conferencing equipment. This feature also allows a user to place a call on hold in order to make a consultation call on the same line. When the consultation call is completed the user hangs-up or depresses the flash key on the telephone and is reconnected to the original conversation.

#### 2.3. Resold Centrex Service

A. The Company's resold Centrex service allows customers access to a feature rich product traditionally available only to large users. There is also the option of combining products on a single bill, and a choice of term plans. There is a monthly recurring charge, as well as a usage based charge.

### 2.3.1 Line Rates

	Monthly Recurring Charge	Per Call Charge
Term Plan	Max.	Max.
Month to Month	\$70.00	\$.20
One Year	\$62.50	\$.20
Two Year	\$60.50	\$.20
Three Year	\$59.90	\$.20

As Approved in Case No. 06-1495-TP-ACE

- 2. Service Description and Rates (cont'd)
  - 2.3 Resold Centrex Service (cont'd)
  - 2.3.2 Number Retention Charge (Reserved for Future Use)
  - 2.3.3 Number Release Charge (Reserved for Future Use)

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

#### 2.3 Resold Centrex Service (cont'd)

#### 2.3.4 Feature Package

The feature package allows the customer to select any combination or all of the following features for a single monthly recurring charge, rather than subscribing to these features separately:

Call Pick Up

Call Forward - Variable

Call Transfer

Three Way Conference Calling

Call Hold

Call Waiting

Speed Dial

#### 2.3.4.1 Rate

Maximum Charge

Call Waiting\*

Non Recurring Charge Monthly Recurring Charge \$20.00 \$11.00

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

- 2 Service Description and Rates (cont'd)
  - 2.4 Resold Business Line Service
  - A Resold Business Line service offers the Customer a choice of billing options, and a host of optional features. Term plans are also available.

Issue Date: December 21, 2006

#### 2.4 Resold Business Line Service

#### 2.4.1 Rates

Billing Option 1 - Customers receive a lower monthly recurring line charge in exchange for a term plan.

	Monthly Recurring Charge	Per Call Charge
Term Plan	Max.	Max.
Month to Month	\$75.00	\$.24
One Year	\$63.00	\$.24
Two Year	\$54.00	\$.24
Three Year	\$48.00	\$.24

Billing Option 2 - Customers receive a lower incremental charge in exchange for a term plan.

•	Monthly Recurring Charge	Incremental Charge*
Term Plan	Max.	Max.
Month to Month	\$75.00	\$.036
One Year	\$75.00	\$.034
Two Year	\$75.00	\$.032
Three Year	\$75.00	\$.029

<sup>\*</sup> Billing is in six second increments with an 18 second minimum.

As Approved in Case No. 06-1495-TP-ACE

### Service Description and Rates

#### 2.5 **Features**

For feature descriptions, see Section 2.2 and feature rates, see Section 3.2

Issue Date: December 21, 2006

- 2 Service Description and Rates (cont'd)
  - 2.6 Reserved for Future Use
  - 2.7 <u>Installation Fees</u>
  - A non-recurring installation fee will be assessed when a new line is added to a new or existing account. Customers will have the option to spread the installation fee over a three month period in accordance with O.A.C. 4901:1-5-7 (D).

As Approved in Case No. 06-1495-TP-ACE

#### 2.8 <u>Directory Listings</u>

#### 2.8.1 Description

Directory listing will be provided in accordance with Section 1.6 of this tariff. The following types of listings are available:

- (i) Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;
- (ii) Additional Listings. Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;
- (iii) Non-Published Listings. Nonpublished listing are not printed in directories nor are they available from directory assistance. Nonpublished listings are subject to the provisions set forth in Sections 1.5.2 and 1.6;
- (iv) Non-Listed Numbers. Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listing are available from directory assistance;
- (v) Foreign Listing. A foreign listing is one which is published in a directory not in the Customer's immediate calling area:
- (vi) Extra Line Listings. Provides additional information after a main or additional listings.
- (vii) Cross Reference Listing. This provides a reference to another listing in the same directory.

As Approved in Case No. 06-1495-TP-ACE

- 2 Service Description and Rates (cont'd)
  - RESERVED FOR FUTURUE USE 2.8

As Approved in Case No. 06-1495-TP-ACE Issue Date: December 21, 2006

#### 2.9 <u>Directory Assistance</u>

- A The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A monthly allowance of one call to Directory Assistance per account is allowed at no charge. A maximum of two number requests per call will be allowed.
- B The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.

### 2.9.1 Rates

For all calls to directory assistance beyond the monthly allowance specified above, the following charge will apply per call:

\$1.00

For all requests for Directory Assistance Call Completion, the following additional charge will apply:

\$.40

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

- 2 Service Description and Rates (cont'd)
  - 2.9 <u>Directory Assistance</u>
  - 2.9.2 <u>Directory Assistance Credits</u>
  - A Credit will be given for calls to Directory Assistance as follows:
    - (i) The Customer experiences poor transmission or is cut-off during the call; or
    - (ii) The Customer is given the incorrect telephone number.
  - B To obtain credit, the Customer must contact its Customer Service representative.

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

#### 2.10 <u>Traditional Operator Services</u>

#### 2.10.1 <u>General</u>

- A The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:
  - (i) Third Party Billing. Provides the Customer with the ability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator;
  - (ii) Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator;
  - (iii) Calling Cards. Provides the Customer with the capability of placing a call using a credit card of an interexchange carrier with or without the assistance of an operator;
  - (iv) Person to Person. Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party;
  - (v) Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

Effective Date: January 21, 2007

- 2 Service Description and Rates (cont'd)
  - 2.11 Reserved for Future Use

Reserved for Future Use

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

Effective Date: January 21, 2007

2 <u>Service Description and Rates</u> (cont'd)

Reserved for Future Use

As Approved in Case No. 06-1495-TP-ACE

Reserved for Future Use

As Approved in Case No. 06-1495-TP-ACE

Effective Date: January 21, 2007

2 Service Description and Rates (cont'd)

Reserved for Future Use

As Approved in Case No. 06-1495-TP-ACE Issue Date: December 21, 2006

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- 2 Service Description and Rates (cont'd)
  - 2.12 Reserved for Future Use
  - 2.13 Reserved for Future Use
  - 2.14 <u>Toll Disconnection</u>

Please see section 1.10 for regulations pertaining to disconnection.

2.14.1 <u>DePICing</u>

Max. \$5.00

#### 2.15 Carrier to Carrier Rates

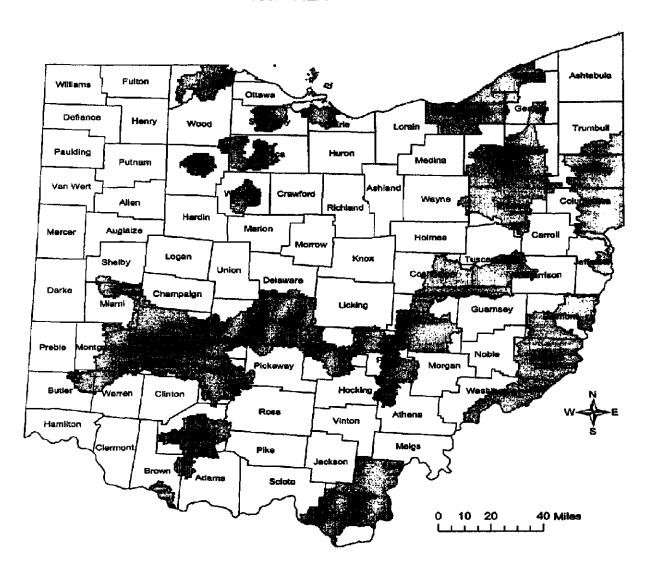
As a LEC that provides local service through its own facilities or in combination with its own facilities, all of the company's resale service offerings, with the exception of services not available for resale pursuant to Section IX.C. of the local competition guidelines, are available for resale to any other LEC on a non-discriminatory basis, at the retail rates set forth herein.

As Approved in Case No. 06-1495-TP-ACE

# 2 Service Description and Rates (cont'd)

### 2.16 Proposed Service Area

#### **OHIO SERVICE AREA**



As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

# 3. Local Exchange Service Price List

#### 3.1 Standard Residence Local Exchange Service

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company

#### 3.1.1 AT&T Ohio Calling Areas

#### A. Monthly Recurring Charges

The following charges apply to Standard Residential Local Exchange Service lines per month for customers located in the AT&T Ohio Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

Issue Date: December 21, 2006

# 3.1 Standard Residence Local Exchange Service (cont'd)

# 3.1.1 AT&T Ohio Calling Areas (cont'd)

(I) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

Individual Line	Current Rate	Max Rate
	\$39.99	\$79.99
	_	

#### (II) Measured Rate Service

Customers subscribing to Measured Rate Service will pay a recurring service charge and a local usage per call charge. The Measured Rate Service Customer will be charged a per minute rate for all local calls placed from the Customer's line.

Monthly Recurring Service Charges

Measured Rate	Max Rate
27.49	39.99

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

# 3.1 Standard Residence Local Exchange Service (cont'd)

## 3.1.1 AT&T Ohio Calling Areas (cont'd)

### (II) Measured Rate Service (cont'd)

Per Minute Usage Charges - PEAK

Band	First Minute	Add'l Minute	Max Rate
A (10 miles)	0.0406	0.0104	0.0812
B (22 miles)	0.0406	0.0104	0.0812
C (999miles)	0.0406	0.0104	0.0812

Per Minute Usage Charges - OFF-PEAK

Band	First Minute	Add'l Minute	Max Rate
A (10 miles)	0.0203	0.0052	0.0406
B (22 miles)	0.0203	0.0052	0.0406
C (999	0.0203	0.0052	0.0406
miles)			

#### (III) Message Rate Service

Message Rate Service consists of a fixed monthly rate for usage packages which includes a monthly local usage allowance in the monthly rate. Each local call is charged on a message unit basis and an additional charge is made for local messages in excess of the allowance. The allowance, if not used during one month, is not credited to the customer's account for any other month that service is provided.

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

- 3.1 Standard Residence Local Exchange Service (cont'd)
  - 3.1.1 AT&T Ohio Calling Areas (cont'd)
    - (III) Message Rate Service (cont'd)

Monthly Recurring Service Charges

	Message Rate	Max Rate
	8.91	17.82
<u></u>		

Local Message Allowances and Charges
The monthly rates for usage packages associated with message rate services include the number of local messages specified below:

Monthly Call Allowance

30

The current charge per additional local message is \$0.16 The maximum charge per additional local message is \$0.16

Unless otherwise requested by the customer, where two or more message rate services of the same class and grade are furnished to a customer from the same central office at given premises, the local message allowance for the service involved is combined and the total usage allowance.

Issue Date: December 21, 2006

- 3. Local Exchange Service Price List (cont'd)
  - 3.1 Standard Residence Local Exchange Service (cont'd)
    - 3.1.1 AT&T Ohio Calling Areas (cont'd)
    - B. Local Features

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

Feature	Residential	Max Rate
Call Waiting	4.55	9.10
Call Forwarding (Variable)		
Standard	5.00	10.00
Speed Calling		
8-Number	4.00	
30-Number	4.00	
Three-Way Calling	5.00	
Caller ID Number	6.00	12.00
Caller ID Name <sup>1</sup>	2.95	5.90
Distinctive Ring, each line	2.95	
Automatic Busy Redial	5.00	
Automatic Callback	5.00	
Call Selector	4.00	
Call Return	5.00	
Call Screening	5.00	
Non-Published Service	2.00	4.00
Additional Listings, each	2.00	
Call Trace	7.00	14.00
Per Use Local Features		
Call Return	1.49	
Busy Redial	0.75	
Three-Way Calling	1.49	

As Approved in Case No. 06-1495-TP-ACE

<sup>&</sup>lt;sup>1</sup> Caller ID Number must also be purchased

### 3.1 Standard Residence Local Exchange Service (cont'd)

### 3.1.2 Verizon Calling Areas

### A. Monthly Recurring Charges

The following charges apply to Standard Residential Local Exchange Service lines per month for customers located in the Verizon Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

With Flat Rate Service, the customer can make unlimited calls to locations within their base rate area for a fixed monthly charge. The base rate area includes their home exchange and any exchanges that are available for their area. Also, the zone rates in Section will apply to services located outside the base rate Area.

Individual Line	Monthly Rate	Max Rate
	\$39.99	\$79.99

As Approved in Case No. 06-1495-TP-ACE

- 3.1 Standard Residence Local Exchange Service (cont'd)
  - 3.1.2 Verizon Calling Areas
  - B. Usage Sensitive Charges and Allowances

Each call to a telephone number within the customer's exchange area is charged on a usage basis. Extended area usage rates apply to calls made to certain exchanges outside the customer's exchange area. Usage charges apply on customer-dialed station-to-station calls charged to the calling party. Where operator assistance is utilized, the usage charges apply in addition to the charge for operator assistance on local messages. The additional charge for operator assistance would apply if the calling party wants the call billed to another local telephone number.

Monthly Charge

Individual Line	Monthly Rate	Max Rate
	\$10.54	\$50.00

# 3.1 Standard Residence Local Exchange Service (cont'd)

- 3.1.2 Verizon Calling Areas (cont'd)
- B. Usage Sensitive Charges and Allowances (cont'd)

**Usage Charges** 

	PE	AK	OFF-PEAK <sup>2</sup>	
	First Minute	Add'l Minute	First Minute	Add'l Minute
Home Calling Area	0.0300	0.0100	0.0150	0.0050
Extended Service Area				
Area A (1-10 miles)	0.0700	0.0200	0.0350	0.0100
Area B (11-22 miles)	0.0900	0.0300	0.0450	0.0150
Area C (22+ miles)	0.1200	0.0400	0.0600	0.0200

#### C. Zone Rates

### I. Description

Zone rates are specified monthly charges for urban grades of exchange service which do not vary with the distance from the base rate area, and are available to customers located within a zone rate area. A zone rate area is that portion of an exchange area which is beyond the base rate area and contiguous thereto, or to another zone rate area of the same exchange within which specified urban grades of service are offered at zone rates. Zone rate areas for each zoned exchange area are defined on maps in the

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

<sup>&</sup>lt;sup>2</sup> 9:00 PM to 7:59 AM Monday through Friday, and all day Saturday, Sunday and Holidays

# Verizon Exchange Rate Tariff.

#### 3. <u>Local Exchange Service Price List (cont'd)</u>

#### 3.1 Standard Residence Local Exchange Service (cont'd)

### 3.1.2 Verizon Calling Areas (cont'd)

C. Zone Rates (cont'd)

## II. Regulations

Application of Rates

The zone rates set forth herein are applicable in all exchanges where zone rate areas have been established.

The zone rates listed in this section are in addition to the rates specified in Section 2 or in Section 2.1 of this tariff for the class and grade of urban exchange service offered and rendered, and apply to each main station.

# Grades of Service

Zone rate area exchange service is limited to business and residence classes of individual line service and residence two-party and four-party line grade of service.

#### III. Rates

	Zone	Zone Rate Area	Zone	Zone Rate	Zone	Zone Rate Area
Grade of Service	Rate Area A	A - Max Rate	Rate Area B	Area B – Max Rate	Rate Area C	C – Max Rate
Individual Line	\$1.08	\$3.24	\$2.15	\$6.45	\$3.25	\$9.75
Two-Party Line	.93	\$2.79	\$1.80	\$5.40	\$2.70	\$8.10
Four-Party Line	.45	1.35	.90	2.70	1.33	\$3.99

As Approved in Case No. 06-1495-TP-ACE

- 3.1 Standard Residence Local Exchange Service (cont'd)
  - 3.1.2 Verizon Calling Areas (cont'd)
  - D. Calling Plans
    - I. Residential Local Package Extra<sup>3</sup>

# A. Description

This service is only available to customers in the Verizon service areas. Residential Local Package Extra provides the customer with unlimited direct-dialed local calling with Extended Area Service, unlimited local directory assistance, plus a choice of any or all the following calling features:

*69	Distinctive Ring
Anonymous Call Block	Do Not Disturb
Busy Redial	Priority Call
Call Block	Select Call Forwarding
Call Forwarding	Speed Dialing 8
Call Waiting/ Cancel Call Waiting	Speed Dialing 30
Caller ID	Three-Way Calling

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

<sup>&</sup>lt;sup>3</sup> Services are offered where facilities permit.

- 3.1 Standard Residence Local Exchange Service (cont'd)
  - 3.1.2 Verizon Calling Areas (cont'd)
  - D. Calling Plans (cont'd)
    - I. Residential Local Package Extra (cont'd)

Residential Local Package Extra is only available on flat-rated single-line residential service. Residential Local Package Extra is not available with the following:

- any other package or bundled offering on the same line
- Lifeline Assistance
- Local Calling Plans
- any measured or message rate services
- employee concession service
- ISDN Service

#### B. Rates

Monthly Recurring Charges

Monthly Reculting	Juarges
	Rate
Individual Line, each	\$ 44.95

- 3.1 Standard Residence Local Exchange Service (cont'd)
  - 3.1.2 Verizon Calling Areas (cont'd)
  - D. Calling Plans
    - II. Residential Local Package<sup>4</sup>

# A. Description

This service is only available to customers in the Verizon service areas. Residential Local Package provides the customer with unlimited direct-dialed local calling with Extended Area Service, unlimited local directory assistance, plus a choice of up to three of the following calling features:

*69	Distinctive Ring
Anonymous Call Block	Do Not Disturb
Busy Redial	Priority Call
Call Block	Select Call Forwarding
Call Forwarding	Speed Dialing 8
Call Waiting/ Cancel Call Waiting	Speed Dialing 30
Caller ID	Three-Way Calling

As Approved in Case No. 06-1495-TP-ACE

Services are offered where facilities permit.

- 3.1 Standard Residence Local Exchange Service (cont'd)
  - 3.1.2 Verizon Calling Areas (cont'd)
  - D. Calling Plans (cont'd)
    - II. Residential Local Package (cont'd)

Residential Local Package is only available on flat-rated single-line residential service. Residential Local Package is not available with the following:

- any other package or bundled offering on the same line
- Local Calling Plans
- any measured or message rate services
- employee concession service
- ISDN Service

#### B. Rates

Monthly Recurring Charges

	Rate	
Individual Line, each	\$27.95	

- 3. Local Exchange Service Price List (cont'd)
  - 3.1 Standard Residence Local Exchange Service (cont'd)
    - 3.1.2 Verizon Calling Areas (cont'd)
    - D. Calling Plans (cont'd)
      - III. Residential Regional Package<sup>5</sup>
        - A. Description

Residential Regional Package provides a combination of services available as a package to residential customers. A multiline customer can select a local package on one or more of their lines. Residential Regional Package is only available on flat-rated single-line residential service.

The following services are included in the package offering:

- I. Flat-rated Network Access Line
- II. Unlimited Direct-Dialed Intrastate IntraLATA Message Toll Telephone Service
- III. Service Ordering and Line Connection Charges associated with the initial order or for any subsequent changes to the service.

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

<sup>&</sup>lt;sup>5</sup> Services are offered where facilities permit.

- 3.1 Standard Residence Local Exchange Service (cont'd)
  - 3.1.2 Verizon Calling Areas (cont'd)
  - D. Calling Plans (cont'd)
    - III. Residential Regional Package (cont'd)
      - IV. Choice of Calling Services listed below:

Call Waiting/Cancel Call Waiting Caller ID Speed Dialing 8 Speed Dialing 30 Three-Way Calling

V. Zone Rates

Residential Regional Package is not available with the following:

- any other package or bundled offering on the same line
- any measured or message rate services
- employee concession service
- ISDN Service
- Foreign Exchange Service

As Approved in Case No. 06-1495-TP-ACE

- 3. <u>Local Exchange Service Price List (cont'd)</u>
  - 3.1 Standard Residence Local Exchange Service (cont'd)
    - 3.1.2 Verizon Calling Areas (cont'd)
    - D. Calling Plans (cont'd)
      - III. Residential Regional Package (cont'd)
      - B. Rates

Monthly Recurring Charges

Monthly Recuting Ch	Rate	
Individual Line, each	\$49.95 <sup>6</sup>	

 $<sup>^{6}</sup>$  The Residential Regional Packages price includes Voice Mail which is a deregulated product.

# 3.1 Standard Residence Local Exchange Service (cont'd)

# 3.1.2 Verizon Calling Areas (cont'd)

### E. Verizon Local Features

Feature	Residential	Max Rate
Call Waiting	2.50	<b>\$5</b> .00
Cancel Call Waiting	0.50	<b>\$</b> 1.00
Call Forwarding (Variable)		
Standard	0.75	
Busy/No Answer	3.00	
Select Call Forwarding	5.00	
Speed Calling		
8-Number	0.75	
30-Number	1.25	
Three-Way Calling	2.75	
Caller ID Number	7.00	\$14.00
Caller ID Name <sup>7</sup>		
Distinctive Ring, each line	6.00	

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

<sup>7</sup> Caller ID Number must also be purchased

#### 3.1 Standard Residence Local Exchange Service (cont'd)

### 3.1.2 Verizon Calling Areas (cont'd)

# E. Verizon Local Features (cont'd)

Feature	Residential	Max Rate
Do Not Disturb	3.00	
Fixed Call Forwarding		
Busy	1.00	
No Answer	1.00	
Busy No Answer	1.25	
Automatic Busy Redial	5.00	
Call Block	2.00	
Anonymous Call Block <sup>8</sup>	1.00	
Priority Call	3.00	
*69	5.00	\$10.00
Non-Published Service	2.00	\$4.00
Additional Listings, each	1.75	
Per Use Local Features <sup>9</sup>		
Call Return	0.75	
Busy Redial	0.75	
Three-Way Calling	0.75	

As Approved in Case No. 06-1495-TP-ACE

<sup>&</sup>lt;sup>8</sup> Anonymous Call Block (ACB) is included at no charge with your Caller ID service. If you do not subscribe to Caller ID, ACB may be ordered separately for a monthly fee.

<sup>&</sup>lt;sup>9</sup> The maximum monthly charge is \$7.50 per line per local feature type.

- 3.1 Standard Residence Local Exchange Service (cont'd)
  - 3.1.2 Verizon Calling Areas (cont'd)
  - F. Verizon Local Feature Packages Residential
    - I. Feature Package Option B

Call Waiting, Cancel Call Waiting, Call Forwarding, Three-Way Calling, \*69 & Call Block

II. Feature Package Option A

Call Waiting, Cancel Call Waiting, Call Forwarding, Three-Way Calling, Speed Dailing-8, Distinctive Ring, Caller ID, Anonymous Call Block, Call Waiting ID<sup>10</sup>, Busy Redial, \*69, Call Block, Do Not Disturb, Select Call Forwarding, & Priority Call

Effective Date: January 21, 2007

Where available.

As Approved in Case No. 06-1495-TP-ACE Issue Date: December 21, 2006

# 3.2 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company

#### 3.2.1 AT&T Ohio Calling Areas

Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month for customers located in the AT&T Ohio Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

Effective Date: January 21, 2007

# 3.2 Standard Business Local Exchange Service (cont'd)

# 3.2.1 AT&T Ohio Calling Areas

#### A. Message Rate

Message Rate Service consists of a fixed monthly rate for usage packages which includes a monthly local usage allowance in the monthly rate. Each local call is charged on a message unit basis and an additional charge is made for local messages in excess of the allowance. The allowance, if not used during one month, is not credited to the customer's account for any other month that service is provided.

Individual Line	Monthly Rate	Max Rate
	28.90	57.80

Multiline Key	Monthly Rate	Max Rate
	32.60	65.20

As Approved in Case No. 06-1495-TP-ACE

- 3 <u>Local Exchange Service Price List</u> (cont'd)
  - 3.2 Standard Business Local Exchange Service (cont'd)
    - 3.2.1 AT&T Ohio Calling Areas (cont'd)

A. Message Rate (cont'd)

PBX Trunks	Monthly Rate	Max Rate	
	36.45	72.90	

Local Message Allowances and Charges

The monthly rates for usage packages associated with message rate services include the number of local messages specified below:

Monthly Call Allowance

73

The current charge per additional local message is \$0.16 The maximum charge per additional local message is \$0.16

Unless otherwise requested by the customer, where two or more message rate services of the same class and grade are furnished to a customer from the same central office at given premises, the local message allowance for the service involved is combined and the total usage allowance.

As Approved in Case No. 06-1495-TP-ACE

#### 3.2 Standard Business Local Exchange Service (cont'd)

#### 3.2.1 AT&T Ohio Calling Areas

#### B. Measured Rate

#### Measured Rate Services

The local usage charges are based upon four measured elements, i.e., the total number of outgoing local messages, the distance and the duration of each local message and the time of day each local message is originated, subject to the following:

#### a. Distance

The charges for local messages vary based on the airline distance (i.e., rate mileage) between the rate centers of the central offices serving the calling and called stations, determined in the same manner as message toll rate distances.

#### b. Duration

- (1) A charge applies for the initial minute, or fraction thereof, and for each additional minute, or fraction thereof.
- (2) A local message is considered as starting at the time telephone communication is established between the calling station and the called telephone number.
- (3) Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by the automatic timing equipment in the telephone network.
- (4) Chargeable time does not include time lost because of faults or

As Approved in Case No. 06-1495-TP-ACE

#### defects in the service.

- 3 <u>Local Exchange Service Price List</u> (cont'd)
  - 3.2 Standard Business Local Exchange Service (cont'd)
    - 3.2.1 AT&T Ohio Calling Areas (cont'd)
    - B. Measured Rate (cont'd)

Monthly Recurring Service Charges

Individual Line	Monthly Rate	Max Rate
	22.75	45.50

Multiline Key	Monthly Rate	Max Rate
	26.45	52.90

As Approved in Case No. 06-1495-TP-ACE

# 3.2 Standard Business Local Exchange Service (cont'd)

# 3.2.1 AT&T Ohio Calling Areas (cont'd)

B. Measured Rate (cont'd)

PBX Trunks	Monthly Rate	Max Rate
	26.45	52.90
	26.45	32.90

### c. Usage Rates

Per Minute Usage Charges - PEAK

Band	First Minute	Add'l Minute
A (10 miles)	0.0353	0.0088
B (22 miles)	0.0397	0.0132
C (999miles)	0.0442	0.0177

Per Minute Usage Charges – OFF-PEAK

Band	First Minute	Add'l Minute
A (10 miles)	0.0177	0.0044
B (22 miles)	0.0199	0.0066
C (999 miles)	0.0221	0.0089

- 3 <u>Local Exchange Service Price List</u> (cont'd)
  - 3.2 Standard Business Local Exchange Service (cont'd)
    - 3.2.1 AT&T Ohio Calling Areas (cont'd)
    - C. Local Features

As Approved in Case No. 06-1495-TP-ACE

Feature	Business	Max Rate
Call Waiting	5.50	11.00
Call Forwarding (Variable)		
Standard	6.50	13.00
Speed Calling		
8-Number	6.00	
30-Number	6.10	
Three-Way Calling	6.50	
Caller ID Number	7.00	14.00
Caller ID Name <sup>11</sup>	3.50	7.00
Distinctive Ring, each line	N/A	
Automatic Busy Redial	5.50	
Automatic Callback	5.00	
Call Selector	4.00	
Call Return	5.50	
Call Screening	5.50	
Non-Published Service	3.50	7.00
Additional Listings, each	3.00	
Call Trace	7.00	14.00
Per Use Local Features		
Call Return	1.49	
Busy Redial	0.75	
Three-Way Calling	1.49	

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

<sup>11</sup> Caller ID Number must also be purchased

### 3.2 Standard Business Local Exchange Service (cont'd)

# 3.2.2 Verizon Calling Areas

#### Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month for customers located in the Verizon Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

# A. Flat Rate Calling Service

Flat Rate Local Calling Service provides the customer with unlimited local calls within their local calling area for one flat monthly rate. A local calling area includes their home location and any EAS (Extended Area Service) locations that are available for their service area. Regional toll calls (outside the local area, but within regional boundaries) will be billed separately per minute.

Individual Line	Monthly Rate	Max Rate
-		
Rate Class 1	26.06	52.12
Rate Class 2	26.94	53.88
Rate Class 3	27.86	55.72
Rate Class 4	29.16	58.32
Rate Class 5	30.46	60.92
Rate Class 6	35.95	71.90

As Approved in Case No. 06-1495-TP-ACE

# 3.2 Standard Business Local Exchange Service (cont'd)

# 3.2.2 Verizon Calling Areas (cont'd)

# A. Flat Rate Calling Service (cont'd)

Multiline Key	Monthly Rate	Max Rate	
Rate Class 1	39.09	78.18	
Rate Class 2	40.41	80.82	
Rate Class 3	41.79	83.58	
Rate Class 4	43.74	87.48	
Rate Class 5	45.68	91.36	
Rate Class 6	47.19	94.38	

PBX Trunks	Monthly Rate	Max Rate
Rate Class 1	52.12	104.24
Rate Class 2	53.88	107.76
Rate Class 3	55.72	111.44
Rate Class 4	58.32	116.64
Rate Class 5	60.91	121.82
Rate Class 6	73.25	146.50

As Approved in Case No. 06-1495-TP-ACE

# 3.2 Standard Business Local Exchange Service (cont'd)

#### 3.2.2 Verizon Calling Areas (cont'd)

### B. Usage Sensitive Charges and Allowances

Each call to a telephone number within the customer's exchange area is charged on a usage basis. Extended area usage rates apply to calls made to certain exchanges outside the customer's exchange area. Usage charges apply on customer-dialed station-to-station calls charged to the calling party. Where operator assistance is utilized, the usage charges apply in addition to the charge for operator assistance on local messages<sup>12</sup>. The additional charge for operator assistance would apply if the calling party wants the call billed to another local telephone number.

### Monthly Charges

Individual Line	Monthly Rate	Max Rate
Rate Class 1	15.64	31.28
Rate Class 2	16.16	32.32
Rate Class 3	16.74	33.48
Rate Class 4	17.64	35.28
Rate Class 5	18.65	37.30
Rate Class 6	24.09	48.18

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

<sup>&</sup>lt;sup>12</sup> Operator Assistance for Local Messages: A special service charge applies for operator assistance on local calls. This service charge is in addition to the other usage rates for Usage Sensitive Service. Charge per call is \$.50.

- 3 <u>Local Exchange Service Price List</u> (cont'd)
  - 3.2 Standard Business Local Exchange Service (cont'd)
    - 3.2.2 Verizon Calling Areas (cont'd)
    - B. Usage Sensitive Charges and Allowances (cont'd)

Multiline Key	Monthly Rate	Max Rate	
Rate Class 1	23,45	46.90	
Rate Class 2	24.25	48.50	
Rate Class 3	25.07	50.14	
Rate Class 4	26.24	52.48	
Rate Class 5	27.41	54.82	
Rate Class 6	30.16	60.32	

PBX Trunks	Monthly Rate	Max Rate
Rate Class 1	31.27	62.54
Rate Class 1	32.83	65.66
Rate Class 3	34.60	69.20
Rate Class 4	36.37	72.74
Rate Class 5	38.32	76.64
Rate Class 6	49.08	98.16

As Approved in Case No. 06-1495-TP-ACE

- 3 <u>Local Exchange Service Price List</u> (cont'd)
  - 3.2 Standard Business Local Exchange Service (cont'd)
    - 3.2.2 Verizon Calling Areas (cont'd)
    - B. Usage Sensitive Charges and Allowances (cont'd)

Usage Charges

	PEAK		OFF-PEAK <sup>13</sup>	
	First Minute	Add'l Minute	First Minute	Add'l Minute
Home Calling Area	0.0300	0.0100	0.0150	0.0050
Extended Service Area		}		
Area A (1-10 miles)	0.0700	0.0200	0.0350	0.0100
Area B (11-22 miles)	0.0900	0.0300	0.0450	0.0150
Area C (22+ miles)	0.1200	0.0400	0.0600	0.0200
		-		

<sup>&</sup>lt;sup>13</sup> 9:00 PM to 7:59 AM Monday through Friday, and all day Saturday, Sunday and Holidays

# 3.2 Standard Business Local Exchange Service (cont'd)

# 3.2.2 Verizon Calling Areas (cont'd)

### C. Verizon Local Features

Feature	Business	Max Rate
Call Waiting	2.50	5.00
Cancel Call Waiting	0.50	1.00
Call Forwarding		
(Variable)		
Standard	2.40	
Busy/No Answer	3.00	
Select Call Forwarding	5.00	
Speed Calling		
8-Number	2.00	
30-Number	3.30	
Three-Way Calling	3.40	
Caller ID Number	7.00	14.00
Caller ID Name <sup>14</sup>		
Distinctive Ring, each	6.00	
line		
Do Not Disturb	5.00	
Fixed Call Forwarding		
Busy	1.00	
No Answer	1.00	

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

<sup>14</sup> Caller ID Number must also be purchased

## 3.2 Standard Business Local Exchange Service (cont'd)

## 3.2.2 Verizon Calling Areas (cont'd)

C. Verizon Local Features (cont'd)

Feature Company of the Company of th	Business	Nex Rate
Busy No Answer	1.25	
Automatic Busy	5.00	
Redial		
Call Block	2.00	
Anonymous Call	n/a	
Block <sup>15</sup>		
Priority Call	5.00	
*69	5.00	10.00
Non-Published Service	3.50	7.00
Additional Listings,	3.00	
each		
Per Use Local		
Features <sup>16</sup>		
Call Return	0.75	
Busy Redial	0.75	
Three-Way Calling	0.75	

<sup>16</sup> The maximum monthly charge is \$7.50 per line per local feature type.

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

Anonymous Call Block (ACB) is included at no charge with your Caller ID service. If you do not subscribe to Caller ID, ACB may be ordered separately for a monthly fee.

- 3 <u>Local Exchange Service Price List</u> (cont'd)
  - 3.2 Standard Business Local Exchange Service (cont'd)
    - 3.2.2 Verizon Calling Areas (cont'd)
    - C. Verizon Local Features (cont'd)

## Verizon Local Feature Packages - Business

- Choice PAC
- a. Choice PAC service offers a discount when the customer subscribes to three or more calling services as specified in b. following. If the number of services ordered is less than three or the customer removes a service or services such that the total subscribed to becomes less than three, the discount does not apply and the individual applicable rates apply. The service is available to single line business customers.
- .b The following services are available for the Choice PAC offering:

Busy Redial

Do Not Disturb

\*69

Select Call Forwarding

Call Block

Speed Dialing 8

Call Forwarding

Speed Dialing 30

Call Waiting/Cancel Call Waiting

Three-Way Calling

Caller ID

**Priority Call** 

Caller ID - Number Only

Distinctive Ring

.c The following discount applies when a customer subscribes to three or more qualifying company calling services:

Business Service 30 % Discount

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

#### 3.3 Advanced Features

# A. Telcentrex ISDN PRI Service with Unlimited Local Calling

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Telcentrex ISDN PRI includes the following non-optional Feature Package: Inbound Calling Line ID-Name & Number and Call by Call Selection.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Recurring Charges

Trouming Olidigoo	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T OHIO	18.25	18.25	18.25
Verizon Area	26.06	26.06	26.06

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

3.3 Advanced Features (cont'd)

Non-Recurring Charges

	Non-Recurring Charge		
	12 Months	24 Months	36 Months
AT&T OHIO		···	
First Line	14.28	14.28	14.28
Each Add'l Line	14.28	14.28	14.28
Verizon Area			
First Line	15.23	15.23	15.23
Each Add'l Line	15.23	15.23	15.23
Expedite Service Charge <sup>17</sup>	Per PRI		
AT&T OHIO	9.80		
Verizon	9.80		
Order Supplement		Subsequent	
Charge 18	First Change	Change	
AT&T OHIO	18.85	9.80	
Verizon	18.85	9.80	
			<u> </u>

# 3 <u>Local Exchange Service Price List</u> (cont'd)

As Approved in Case No. 06-1495-TP-ACE

Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

<sup>&</sup>lt;sup>18</sup> Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

### 3.3 Advanced Features (cont'd)

## B. Telcentrex Digital DS-1 PBX Service with Unlimited Local Calling

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a Telcentrex digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Monthly Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T OHIO	20.25	20.25	20.25
Verizon Area	26.94	26.94	26.94

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

3.3 Advanced Features (cont'd)

Non-Recurring Charges

	Non-Recurring Charge		
-	12 Months	24 Months	36 Months
AT&T OHIO			
First Line	14.28	14.28	14.28
Each Add'l Line	14.28	14.28	14.28
Verizon Area			
First Line	15.23	15.23	15.23
Each Add'l Line	15.23	15.23	15.23
Expedite Service Charge <sup>19</sup>	Per DS1		
AT&T OHIO	9.80		
Verizon	9.80		
	, <u>, , , , , , , , , , , , , , , , , , </u>	Subsequent	
Order Supplement Charge <sup>20</sup>	First Change	Change	
AT&T OHIO	18.85	9.80	
Verizon	18.85	9.80	
		<u> </u>	

# 3 <u>Local Exchange Service Price List</u> (cont'd)

As Approved in Case No. 06-1495-TP-ACE

Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

<sup>&</sup>lt;sup>20</sup> Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

## 3.3 Advanced Features (cont'd)

C. Telcentrex ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

This product is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

Issue Date: December 21, 2006

### 3.3 Advanced Features (cont'd)

Telcentrex ISDN PRI with Unlimited Local and Bundled 5,000 Long Distance MOU This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T OHIO	18.25	18.25	18.25
Verizon Area	26.06	26.06	26.06

Telcentrex ISDN PRI with Unlimited Local and Bundled 10,000 Long Distance MOU This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T OHIO	18.25	18.25	18.25
Verizon Area	26.06	26.06	26.06

As Approved in Case No. 06-1495-TP-ACE

## 3.3 Advanced Features (cont'd)

Telcentrex ISDN PRI with Unlimited Local and Bundled 15,000 Long Distance MOU This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T OHIO	18.25	18.25	18.25
Verizon Area	26.06	26.06	26.06

Telcentrex ISDN PRI with Unlimited Local and Bundled 30,000 Long Distance MOU This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T OHIO	18.25	18.25	18.25
Verizon Area	26.06	26.06	26.06

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

#### 3.3 Advanced Features (cont'd)

Telcentrex ISDN PRI with Unlimited Local and Bundled 50,000 Long Distance MOU This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T OHIO	18.25	18.25	18.25
Verizon Area	26.06	26.06	26.06

Telcentrex ISDN PRI with Unlimited Local and Bundled 100,000 Long Distance MOU This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T OHIO	18.25	18.25	18.25
Verizon Area	26.06	26.06	26.06

Issue Date: December 21, 2006

- 3.3 Advanced Features (cont'd)
- D. <u>Telcentrex</u> Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a Telcentrex digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Telcentrex Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

As Approved in Case No. 06-1495-TP-ACE

# 3.3 Advanced Features (cont'd)

Telcentrex ISDN DS1 with Unlimited Local and Bundled 5,000 Long Distance MOU
This package includes unlimited local and 5,000 long distance minutes of use. Also
included is Inbound Calling Line ID-Name & Number and long distance usage @ 5,000
MOUs (including regional toll). Usage over the selected LD package will be billed at
\$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T OHIO Area	25.00	50.00	75.00
Verizon Area	23.50	47.00	70.50

Telcentrex ISDN DS1 with Unlimited Local and Bundled 10,000 Long Distance MOU
This package includes unlimited local and 10,000 long distance minutes of use. Also
included is Inbound Calling Line ID-Name & Number and long distance usage @ 10,000
MOUs (including regional toll). Usage over the selected LD package will be billed at
\$0.049 per minute.

		Monthly Recurring Charge		
	12 Months	24 Months	36 Months	
AT&T OHIO Area	25.00	50.00	75.00	
Verizon Area	23.50	47.00	70.50	

As Approved in Case No. 06-1495-TP-ACE

#### 3.3 Advanced Features (cont'd)

Telcentrex ISDN DS1 with Unlimited Local and Bundled 15,000 Long Distance MOU
This package includes unlimited local and 15,000 long distance minutes of use. Also
included is Inbound Calling Line ID-Name & Number and long distance usage @ 15,000
MOUs (including regional toll). Usage over the selected LD package will be billed at
\$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T OHIO Area	25.00	50.00	75.00
Verizon Area	23.50	47.00	70.50

Telcentrex ISDN DS1 with Unlimited Local and Bundled 30,000 Long Distance MOU
This package includes unlimited local and 30000 long distance minutes of use. Also
included is Inbound Calling Line ID-Name & Number and long distance usage @ 30,000
MOUs (including regional toll). Usage over the selected LD package will be billed at
\$0.049 per minute.

	N	Monthly Recurring Charge		
	12 Months	24 Months	36 Months	
AT&T OHIO Area	25.00	50.00	75.00	
Verizon Area	23.50	47.00	70.50	

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

#### 3.3 Advanced Features (cont'd)

Telcentrex ISDN DS1 with Unlimited Local and Bundled 50,000 Long Distance MOU This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	N	Monthly Recurring Charge		
	12 Months	24 Months	36 Months	
AT&T OHIO Area	25.00	50.00	75.00	
Verizon Area	23.50	47.00	70.50	

Telcentrex ISDN DS1 with Unlimited Local and Bundled 100,000 Long Distance MOU This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	N	Monthly Recurring Charge		
	12 Months	24 Months	36 Months	
AT&T OHIO Area	25.00	50.00	75.00	
Verizon Area	23.50	47.00	70.50	

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

#### 3.3 Advanced Features (cont'd)

#### E. Telcentrex ISDN BRI Service

Telcentrex ISDN BRI (Basic Rate Interface) uses standard "twisted pair" cables and is nearly three times faster than a 56K dial up line. Telcentrex ISDN PRI (Primary Rate Interface) uses a 1.544 Mbps digital transport facility (T1). Both services provide the superior clarity of digital transmission, a high-speed data interface and sufficient bandwidth capacity to fulfill your current and future communication needs.

ISDN BRI consists of two 64 Kbps B (Bearer) channels and one 16 Kbps D (Data) channel. Each B channel has the ability to integrate voice, data, image and video. The B channels may be kept separate or bonded together to deliver 128 Kbps.

Monthly Recurring Charges

	Monthly Recurring Charge <sup>21</sup>
ISDN Basic Exchange Digital Line, each	\$10.00
ISDN Basic Exchange Circuit Switched Voice	
First Line	n/a
Second Line	2.00
ISDN Basic Exchange Circuit Switched Data, each	2.00
ISDN Basic Exchange Alternate Circuit Switched Voice/Data,each	2.00

As Approved in Case No. 06-1495-TP-ACE

<sup>&</sup>lt;sup>21</sup> These ISDN BRI rates are a supplement to individual Message Rate Service.

### 3.3 Advanced Features (cont'd)

## F. Telcentrex Digital Centrex Service

Telcentrex Digital Centrex Service delivers superior performance, PBX-like functionality including abbreviated dialing, and is compatible with many telephone sets. Each user has a unique seven-digit direct telephone number and customized features. The service is affordable, power failure safe and provides a scalable platform for future growth and technology.

Monthly Recurring Charges

Contract Length	Monthly Recurring Charge	Max Rate
12 months – Assume Dial	26.61	53.22
12 months	23.15	46.30
24 months	21.05	42.10
36 months	17.59	35.18
60 months	16.51	33.02
84 months	15.80	31.60

NOTES FOR ALL: Availability of services must be verified with the Company based on customer address and NPA-NXX. Rates do not included FCC End User Charge, FCC Port Charge, or other surcharges and taxes. Minimum service period is 12 months. If service is cancelled prior to the end of the contract, a termination charge will be calculated as follows: a. The average of the sum of all line charges on three previous Company invoices to the customer (excluding taxes) multiplied by the number of months remaining in the term agreement.

As Approved in Case No. 06-1495-TP-ACE

- 3.3 Advanced Features (cont'd)
- G. Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID numbers apply in addition to charges specified for Basic Trunks or Digital Trunks.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID numbers a Customer may obtain. Requests for 300 or more DID numbers must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

As Approved in Case No. 06-1495-TP-ACE

- 3 <u>Local Exchange Service Price List</u> (cont'd)
  - 3.3 Advanced Features (cont'd)
  - G. Direct Inward Dial (DID) Service (cont'd)

# Verizon Service Areas

Monthly

DID Numbers	Non-Recurring
Block of 10 Numbers	\$2.05
Block of 100 Numbers	\$20.50
DID Trunk Termination	\$15.00

### AT&T OHIO Service Areas

Monthly

DID Numbers	Non-Recurring
Block of first 20 numbers	\$3.20
Block of add'l 20 numbers	\$3.20
Individual DID number	\$0.25
DID Trunk Termination	\$19.00

# 3.4 Reserved for Future Use

As Approved in Case No. 06-1495-TP-ACE

3

# 3.5 Reserved for Future Use

As Approved in Case No. 06-1495-TP-ACE Issue Date: December 21, 2006

Steven Gareleck, President 5490 McGinnis Village Place, Suite 114 Alpharetta, Georgia 30005

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

As Approved in Case No. 06-1495-TP-ACE Issue Date: December 21, 2006

Steven Gareleck, President

## 3.6 Directory Assistance

A For all calls to local directory assistance beyond the monthly allowance of one call per month, the following charge will apply per call:

AT&T OHIO Service Areas

\$1.10 per call

Verizon Service Areas

\$1.10 per call

B For all requests for local Directory Assistance Call Completion, the following additional charge will apply:

\$.35 per request

- 3 <u>Local Exchange Service Price List</u> (cont'd)
  - 3.7 Insufficient Fund Charge

\$25.00

Effective Date: January 21, 2007

- 3.8 Reserved for Future Use
- 3.9 Reserved for Future Use

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

Issue Date: December 21, 2006

#### 4. Toll Service Regulations

#### 4.1 <u>Undertaking of the Company</u>

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company for interexchange telecommunications between points within the State of Ohio. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis in all 88 counties. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 4.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 4.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

PUC Tariff No. 1

Issue Date: December 21, 2006 Original Page No. 2

#### 4. <u>Toll Service Regulations</u> (cont'd)

4.1.3 The Company reserves the right to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

#### 4.2 Use of Services

- 4.2.1 The Company'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, subject to any limitations set forth in this Section 4.2.
- 4.2.2 The use of the Company'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.
- 4.2.3 The use of the Company'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.
- 4.2.4 The Company's services are available for use 24 hours per day, 7 days per week.
- 4.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 4.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.

Issue Date: December 21, 2006

Original Page No. 3

### 4. <u>Toll Service Regulations</u> (cont'd)

- 4.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 4.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

#### 4.3 Liability of the Company

- 4.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control, in accordance with O.A.C. 4901:1-5-16.
- 4.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 4.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 4.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

PUC Tariff No. 1 Section No. 4

Issue Date: December 21, 2006

Original Page No. 4

#### 4. <u>Toll Service Regulations</u> (cont'd)

- 4.3.5 Unless caused by the Company's negligence, the Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 4.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 4.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section No. 4 Original Page No. 5

### 4. <u>Toll Service Regulations</u> (cont'd)

#### 4.4 Responsibilities of the Customer

- 4.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 4.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 4.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 4.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 4.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 4.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted to network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

Issue Date: December 21, 2006

#### 4. Toll Service Regulations (cont'd)

4.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, by improper use of the services, or by use of equipment provided by Customer.

Original Page No. 6

- 4.4.8 The Customer must pay for the loss through theft of any the Company equipment installed at Customer's premises.
- 4.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 4.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

#### 4.5 Cancellation of Services

When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where the Company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

Issue Date: December 21, 2006

#### 4. <u>Toll Service Regulations</u> (cont'd)

- 4.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 4.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 4.5.4 The Customer may terminate service upon reasonable notice. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

#### 4. <u>Toll Service Regulations (cont'd)</u>

### 4.6 Credit Allowance

- 4.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 4.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 4.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 4.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 4.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 4.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 4.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

Original Page No. 9

#### 4. Toll Service Regulations (cont'd)

4.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

 $Credit = \underline{A} \times B$  720

"A" - outage time in hours

"B" - monthly charge for affected activity

## 4.7 <u>Deposit</u>

- 4.7.1 Applicants for service may be required prior to establishing service to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Reestablishment of credit for service with be in accordance with Rule 4901:1-17-04. Additional requirements may be found in Section 1.9.2 of this tariff.
- 4.7.2 The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.

#### 4.8 Payment and Billing

4.8.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

Payment and billing practices will be in accordance with the Minimum Telephone

As Approved in Case No. 06-1495-TP-ACE

Issue Date: December 21, 2006

PUC Tariff No. 1 Section No. 4 Original Page No. 10

Service Standards, Section 4901:1-5-15.

Issue Date: December 21, 2006

PUC Tariff No. 1 Section No. 4 Original Page No. 11

### 4. <u>Toll Service Regulations</u> (cont'd)

- 4.8.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 4.8.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company.

PUC Tariff No. 1 Section No. 4 Original Page No. 12

Issue Date: December 21, 2006

4. Toll Service Regulations (cont'd)

## 4.9 RESERVED FOR FUTURE USE

## 4.10 Late Charge

A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

Issue Date: December 21, 2006

#### 4. <u>Toll Service Regulations</u> (cont'd)

#### 4.11 Payphone Dial Around Surcharge

A dial around surcharge of \$0.28 per call will be added to any completed intrastate toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

#### 4.12 Presubscribed Interexchange Carrier Charge

A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills as permitted by the Commission.

## 4.13 Returned Check Charge

A fee of \$25.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

### 4.14 <u>Customer Complaints and/or Billing Disputes</u>

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

5490 McGinnis Village Place, Suite 114 Alpharetta, Georgia 30005 (888) 835-2368

Or at the Commission:

Attn: Public Interest Center Ohio Public Utilities Commission 180 East Broad Street Columbus, Ohio 43215-3793 (800)-686-7826 (voice) (800)-686-1570 (TDD)

Issue Date: December 21, 2006

# 4. <u>Toll Service Regulations</u> (cont'd)

## 4.15 Service Offerings

# 4.15.1 1+ Dialing

The customer utilizes "1+" dialing, or "101XXXX" dialing followed by "1+ ten digits" for interLATA calls, or dials "101XXXX" followed by "1+7 digits" or "1+10 digits" for intraLATA calls.

#### 4.15.2 Travel Cards.

The Customer utilizes an 11 digit "800" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, followed by the ten digit number of the called party.

Issue Date: December 21, 2006

PUC Tariff No. 1 Section No. 4 Original Page No. 15

## 4. <u>Toll Service Regulations</u> (cont'd)

4.15.3 800 Service (Toll free).

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

Issue Date: December 21, 2006

PUC Tariff No. 1 Section No. 4 Original Page No. 16

#### 4. <u>Toll Service Regulations</u> (cont'd)

#### 4.15.4 Company Prepaid Calling Cards.

This service permits use of Company Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values. Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's Prepaid Calling Card.

All calls must be charged against a Company Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

A card will expire 12 months from the date of first usage or last recharge. The expiration date will be provided to the Customer at the point of sale. The Company will not refund unused balances.

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PUC Tariff No. 1 Section No. 4 Original Page No. 17

## 4. Toll Service Regulations (cont'd)

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

Effective Date: January 21, 2007

Issue Date: December 21, 2006

PUC Tariff No. 1 Section No. 4 Original Page No. 18

## 4. <u>Toll Service Regulations</u> (cont'd)

### 4.15.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

Issue Date: December 21, 2006

#### 4. Toll Service Regulations (cont'd)

#### 4.16 Discontinuance of Service

- A In addition to enforcing, on its own behalf, the Company's own billing, credit/deposit and disconnection policies with respect to all regulated telephone services provided by the Company itself, the Company is not precluded from entering into formal contracts with other toll service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers.
- B Unless and until it has entered into a formal contract specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit and disconnection policies of any toll service provider.
- In Case No. 95-790-TP-COI, the Public Utilities Commission of Ohio established a policy under which the procedural and substantive safeguards which are afforded to applicants for local exchange service and to subscribers of local exchange service under Chapter 4901:1-5, O.A.C., as pertains to billing, establishing credit/deposits, and to disconnection, shall also inure to applicants for toll services, regardless of whether such service is provided by a local exchange company or another toll service provider. All practices of the Company, pertaining to either the provision of its own toll service, if any, or as a duly-authorized agent for another toll service provider, shall conform with this policy.

Issue Date: December 21, 2006

#### 4. Toll Service Regulations (cont'd)

- D When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes:
  - (i) must not function as a vehicle by which the (nonpaying) toll subscriber is denied access, through presubscription, to any other toll service provider besides the one whose provision of toll service has precipitated the toll disconnection;
  - (ii) must be available from the Company, by tariff, on a nondiscriminatory basis to all toll service providers; and
  - (iii) may consist of either a depicing mechanism or else a selective toll blocking service.
- E Neither purchase of the toll service provider's accounts receivable by the Company, nor a requirement that the Company be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a nondiscriminatory basis to all toll service providers.
- F The following toll disconnection service offerings will be available on a nondiscriminatory basis to all toll service providers in areas where implementation of intraLATA equal access has occurred. This will be the same method that the Company itself utilizes in connection with its own provision, if any, of toll service:
  - (i) DePICing. DePICing is a method whereby a Customer's access to continued 1+ access to a specific toll provider is discontinued. It does not affect Customer's access to other toll provider's services. There will be no charge for this service.
- G Discontinuance of services practices will be in accordance with the Minimum Telephone Service Standards, Section 4901:1-5-17

Issue Date: December 21, 2006

# 4. Toll Service Regulations (cont'd)

#### PRICE LIST

## A. <u>Dial Station-to-Station</u>

Initial Period and Additional Minutes Rates - Residence

Day		Evening		Night & Weekend	
Initial Minute	Initial Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
\$0.25	\$0.25	\$0.21	\$0.21	\$0.19	\$0.19

#### Initial Period and Additional Minutes Rates - Business

Day		Evening		Night & Weekend	
Initial Minute	Initial Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
\$0.32	\$0.32	\$0.29	\$0.29	\$0.29	\$0.29

# B. Minute Rate Plan

Initial Period and Additional Minutes Rates - Residence

Day		Evening		Night & Weekend	
Initial Minute	Initial Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
\$0.14	\$0.14	\$0.07	\$0.07	\$0.07	\$0.07

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Issue Date: December 21, 2006

# 4. <u>Toll Service Regulations</u> (cont'd)

#### PRICE LIST (Cont'd)

# C. Operator Service Usage Rates

Initial Period and Additional Minutes Rates

Day		Evening		Night & Weekend	
Initial Minute	Initial Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
\$0.45	\$0.45	\$0.45	\$0.45	\$0.45	\$0.45

#### D. Operator Assisted Call Surcharges

#### General

When a customer requests that a call be handled in such a manner that operator assistance in completion of the call is necessary, such as alternate billing, person-to-person service, or requests other special handling of the call, appropriate Operator Assisted Call Surcharges apply as follows.

The Operator Assisted Call Surcharge applies in addition to the Assisted Call Usage as specified in Section 4.9.

### Rates and Charges

	Per Call Charge
Automated Calling Card Station-to-Station	\$0.95
Customer Dialed - Operator Assisted - Calling	\$1.95
Card Station-to-Station	
Operator Handled - Station-to-Station	\$1.75
Operator Handled - Person-to-Person	\$3.75
Operator Handled - Third Number Billed	\$2.25

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As Approved in Case No. 06-1495-TP-ACE

Steven Gareleck, President 5490 McGinnis Village Place, Suite 114

Alpharetta, Georgia 30005

Issue Date: December 21, 2006

# 4. <u>Toll Service Regulations</u> (cont'd)

## PRICE LIST (Cont'd)

E. <u>Travel Cards</u>

\$0.25 per minute

F. 800 Service

\$0.154 per minute

A monthly service charge of \$20 per number will apply.

G. Prepaid Calling Cards

\$0.30 Per Telecom Unit

H. <u>Directory Assistance Charges</u>

\$0.95 per number requested

I. Returned Check Charge

\$25.00

#### REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

#### APPLICABLE TO THE PROVISION OF

#### SWITCHED ACCESS PROVIDER SERVICES

OF

#### TELCENTREX, LLC

This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by TELCENTREX, LLC within 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 the company's principal place of business.

Issued: December 21, 2006

#### **CHECK SHEET**

Sheets of this rate sheet are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original rate sheet and are currently in effect as of the date on the bottom of this sheet.

Page Number	Revision	Page Number	Revision	Page Number	Revision
1	Original	21	Original	41	Original
2	Original	22	Original	42	Original
3	Original	23	Original	43	Original
4	Original	24	Original	44	Original
5	Original	25	Original	45	Original
6	Original	26	Original	46	Original
7	Original	<b>2</b> 7	Original	47	Original
8	Original	28	Original	48	Original
9	Original	29	Original	49	Original
10	Original	30	Original	50	Original
11	Original	31	Original	51	Original
12	Original	32	Original	52	Original
13	Original	33	Original	53	Original
14	Original	34	Original	54	Original
15	Original	35	Original	55	Original
16	Original	36	Original	56	Original
17	Original	37	Original	57	Orig <del>i</del> nal
18	Original	38	Original		
19	Original	39	Original		
20	Original	40	Original		

# TABLE OF CONTENTS

CHECK SHEET	2
TABLE OF CONTENTS	3
SYMBOLS	4
RATE SHEET FORMAT	5
SECTION 1 – DEFINITIONS	6
SECTION 2 - RULES AND REGULATIONS	11
SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE	41
SECTION 4 - SWITCHED ACCESS SERVICE	43
SECTION 5 - SWITCHED ACCESS RATES	46
SECTION 6 – RESERVED FOR FUTURE USE	52
SECTION 7 – RESERVED FOR FUTURE USE	53
SECTION 8 - MISCELLANEOUS SERVICES	54

#### **SYMBOLS**

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

- C To signify changed listing, rule, or condition which may affect rates or charges.
- D To signify discontinued material, including listing, rate, rule or condition.
- I To signify increase.
- L- To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.
- N To signify new material including listing, rate, rule or condition.
- R To signify reduction
- T To signify a change in wording of text but not change in rate, rule or condition.

#### RATE SHEET FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the rate sheet. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its rate sheet approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
  - 2. 2.1 2.1.1 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i). 2.1.1.A.1.(a).I.(i).(1).

#### SECTION 1 – DEFINITIONS

Certain terms used generally throughout this rate sheet for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

<u>Authorized User</u>: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

<u>Co-Carrier</u>: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: The Public Utilities Commission of Ohio.

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

Issued: December 21, 2006

Company: Telcentrex, LLC, or Telcentrex, issuer of this rate sheet

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

<u>Customer</u>: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's rate sheet regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

<u>End User</u>: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

<u>Firm Order Confirmation (FOC)</u>: Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

<u>Inter-MTA Traffic</u> - Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to the Company's end-user subscribers in another MTA.

<u>Intra-MTA Traffic</u> - Wireless traffic originating on the network of a CMRS provider within a MTA and terminating to the Company's end-user subscribers in the same MTA.

<u>Interexchange Carrier (IXC) or Interexchange Common Carrier</u>: Any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

<u>LATA</u>: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

<u>Line Information Data Base (LIDB)</u>: The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

<u>Local Access</u>: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

<u>Local Switching Center</u>: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective rate sheet.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network,

Issued: December 21, 2006

<u>Network Services</u>: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariffed approved by the Commission.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

<u>Point of Presence</u>: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network,

<u>Premises</u>: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

<u>Presubscription</u>: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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

<u>Service Order</u>: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this rate sheet.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

<u>Signaling Point of Interface</u>: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

<u>Switched Access Service</u>: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this rate sheet.

<u>Trunk</u>: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

<u>Wireless Provider</u>: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

#### SECTION 2 - RULES AND REGULATIONS

# 2.1 Undertaking of the Company

#### 2.1.1 <u>Scope</u>

Telcentrex's services offered pursuant to this Rate Sheet are furnished for Switched Access Service. Telcentrex may offer these services over its own or resold facilities.

Telcentrex installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Rate Sheet. Telcentrex may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Telcentrex network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

The Company's Tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa Code, 66 Pa. C.S. and the Communications Act of 1934 as amended by the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

#### 2.1.2 Shortage of Equipment or Facilities

- 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 rate sheet 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 from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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# 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this rate sheet, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.
- D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- E. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

# 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.4 <u>Liability of the Company</u>

- 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, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below.
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this rate sheet, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein in Sections 2.1.4 C through N.

# 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.4 Liability of the Company (cont'd.)

- C. 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: , fire, 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 military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

## 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.4 <u>Liability of the Company</u> (cont'd.)

- E. 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.
- F. Reserved For Future Use
- G. The Company shall not be liable for any defacement of or damage to Customers 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 the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

# 2.1 Undertaking of the Company (Cont'd.)

- 2.1.4 <u>Liability of the Company</u> (cont'd.)
  - H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this rate sheet, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this rate sheet.
  - I. Reserved For Future Use

## 2.1 Undertaking of the Company (Cont'd.)

- 2.1.4 Liability of the Company (cont'd.)
  - J. Reserved For Future Use
  - K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
  - L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

# 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.4 <u>Liability of the Company</u> (cont'd.)

- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, 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, or 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, locations or use of service furnished by the Company at such locations.
- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

# 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities within its control that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

# 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer within 30 days after approving an application for service. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- D. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

# 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.6 Provisions of Equipment and Facilities (cont'd.)

- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
  - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  - 2. the reception of signals by Customer-provided equipment; or
  - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- F. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- G. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

# 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.7 Non-routine Installation

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

# 2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this rate sheet, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

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# 2.1 Undertaking of the Company (Cont'd.)

- 2.1.8 Special Construction (cont'd.)
  - F. on a temporary basis until permanent facilities are available;
  - G. installation involving abnormal costs; or
  - H. in advance of its normal construction schedules.

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

### 2.1.9 Ownership of Facilities

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

#### 2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

Issued: December 21, 2006

#### 2.3 Obligations of the Customer

#### 2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this rate sheet;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

Issued: December 21, 2006

## 2.3 Obligations of the Customer, (Cont'd.)

#### 2.3.1 The Customer shall be responsible for (cont'd.):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

# 2.3 Obligations of the Customer, (Cont'd.)

#### 2.3.2 Claims

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

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

Issued: December 21, 2006

## 2.3 Obligations of the Customer (Cont'd.)

### 2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

A. Originating Access: Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

## 2.3 Obligations of the Customer (Cont'd.)

### 2.3.3 <u>Jurisdictional Reporting</u> (cont'd.)

- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.
- E. <u>Jurisdictional Reports Verification</u>: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

### 2.3 Obligations of the Customer (Cont'd.)

#### 2.3.3 <u>Jurisdictional Reporting</u> (cont'd.)

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

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

#### 2.3.4 Network Management

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

### 2.3.5 Design and Traffic Routing of Switched Access Service

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

#### 2.3.6 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under the tariff sections, testing services results.

### 2.3.7 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

## 2.4 Customer Equipment and Channels

#### 2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

## 2.4.2 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

#### 2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

# 2.4 Customer Equipment and Channels (Cont'd.)

### 2.4.4 <u>Inspections</u>

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

## 2.5 Payment Arrangements

### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

#### A. Taxes

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

# 2.5 Payment Arrangements (Cont'd.)

### 2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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## 2.5 Payment Arrangements (Cont'd.)

### 2.5.2 Billing and Collection of Charges (cont'd.)

The customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Public Utilities Commission of Ohio 180 East Broad Street Columbus, OH 43215-3793 Phone: (614) 466-3292

The Company will also remit interest for all such credited amounts. Interest will be paid at rate required by the Commission for customer deposits.

#### 2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

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## 2.5 Payment Arrangements (Cont'd.)

- 2.5.3 Refusal and Discontinuance of Service (cont'd.)
  - E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this rate sheet.
  - F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
    - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-e), if
      - (a) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

### 2.5 Payment Arrangements (Cont'd.)

- 2.5.3 Refusal and Discontinuance of Service (cont'd.)
  - F. (cont'd)
    - 1. (cont'd)
      - (b) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or
      - (c) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
      - (d) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the rate sheet charges for the service by:
        - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this rate sheet, or
        - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
        - III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
        - IV. Continuing to have Company End Users presubscribed to the Customer; or
        - V. Any other Fraudulent means or devices; or
    - 2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

## 2.5 Payment Arrangements (Cont'd.)

## 2.5.3 Refusal and Discontinuance of Service (cont'd.)

### F. (cont'd)

- 3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
- 4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this rate sheet if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- G. In the event the Company incurs fees or expenses in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

## 2.5.4 <u>Cancellation of Application for Service</u>

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

The special charges described will be calculated and applied on a case-by-case basis.

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### 2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this rate sheet by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company.

A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (vi) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

Interruptions of 24 hours or more, are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance for up to 48 hours is applied on a pro rata basis against the monthly recurring charges. A credit of at least one third of a month will be made for interruptions of 48 to 72 hours, and a credit of at least two-thirds of a month will be made for interruptions of 72 to 96 hours, with a full month credit for interruptions in excess of 96 hours. Only those facilities on the interrupted portion of circuit will receive a credit.

All requirements for credit allowances for interruptions of service will be consistent with 4901:1-5-16 of the Commission's Minimum Telephone Service Standards.

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

## 2.6 Allowances for Interruptions in Service, (Cont'd.)

#### 2.6.1 <u>Limitations on Allowances</u>

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this rate sheet by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.