Large Filing Separator Sheet

Case Number: 08-263-TP-ATA

90-9062-TP-TRF

File Date: 3/19/2008

Section: 1 of 3

Number of Pages: 200

Description of Document: New Case

FILE

Telecommunications. Service. Community. RECEIVED-DOCKETING DIV

2008 MAR 19 AM 11:21

Puco

Via Federal Express

March 18, 2008

Ms. Reneé J. Jenkins Director of Administration Secretary of the Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215

RE: In the Matter of the Application of TSC Communications, Inc. to Detariff Certain Tier 2 Services in its' PUCO Tariff #1. PUCO Case # 08-263-TP-ATA

Dear Ms. Jenkins:

On behalf for TSC Communications, Inc. (TSCCI), I am filing an Application to de-tariff all regulated nonresidential tier 2 services and to make other changes related to the implementation of Case No. 05-1345-TP-ORD. Included in the Application is the Commission's Telecommunications Application Form for Detariffing and Related Actions, Exhibit A (existing affected tariff pages), Exhibit B (proposed revised tariff pages, Exhibit C (narrative summarizing changes proposed in the Application), Exhibit D (explanation of website and customer notice), Exhibit E (copy of customer notice which as sent out via bill message on March 1), and Exhibit F (affidavit indicating that customer notice was sent to customers). The attached revised tariff completely replaces the current tariff on file with the PUCO; however, the tariff number was not changed.

This Application is made in order to conform TSCCI's Tariff PUCO No. 1 to the Commission's Competitive Retail Telephone Rules in Case No. 06-1345-TP-ORD. Certain tier 2 regulated services which are not required to be filed in TSC's filed tariff in accordance with Rule 4901:1-06-05(G) have been deleted with this filing but are included in a Competitive Telecommunications Services Guide which have been posted on TSCCI's website, www.telserco.com.

Sincerel

Customer Care/Regulatory himselvists cortify that the images appearing are an

accurate and complete reproduction of a case file document delivered in the regular course of business

Enclosures rechnician.

Phone: 419-739-2200

www.telserco.com

The Public Utilities Commission of Ohio

TELECOMMUNICATIONS APPLICATION FORM for

DETARIFFING AND RELATED ACTIONS

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD (Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of TSC Communications, Inc. to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345- TP-ORD)	Case No. 08 - 263 - TP - ATA NOTE: Unless you have reserved a Case No. leave the "Case No. fields BLANK.			
Name of Registrant(s) TSC Communications, Inc.				
DBA(s) of Registrant(s)				
Address of Registrant(s) 2 Willipie Street, Wapakoneta, Ohio 45895				
Company Web Address www.telserco.com				
Regulatory Contact Person(s) Kimberly C. Klingler	Phone 419-739-2296	Fax 419-738-2299		
Regulatory Contact Person's Email Address kimk@telserco.com				
Contact Person for Annual Report Lonnie D. Pedersen		Phone 419-739-2227		
Address (if different from above)				
Consumer Contact Information Kimberly C. Klingler		Phone 419-739-2296		
Address (if different from above)				

Part I - Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	☐ ILEC	☐ CLEC	CTS
Business Tier 2 Services		×	
Residential & Business Toll Services			
Other Changes required by Rule (Describe in detail in Exhibit C)		☒	

Part II - Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
\boxtimes	Exhibit A	The existing affected tariff pages.
	Exhibit B	The proposed revised tariff pages.
	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: • citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or • copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
\boxtimes	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, <u>TSC Communications, Inc.</u>, and am authorized to make this statement on its behalf. (Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) March 18, 2008 at (Location) 2 Willipie St., Wapakoneta, Ohio 45895	
*(Signature and Title) (Date) 3/18/08	
 This affidant is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant. 	
<u>VERIFICATION</u>	
I, <u>Kimberly C. Klingler</u> verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the informat submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.	ion
*(Signature and Title) Sunder Williams Custome	
*Verification is required for every filing. I may be signed by coursel or an officer of the applicant, or an authorized agent of the applicant.	
Send your completed Application Form, including all required attachments as well as the required number of copies, to:	

Public Utilities Commission of Ohio Attention: Docketing Division

180 East Broad Street, Columbus, OH 43215-3793

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

Exhibit A

(N) (D)

TABLE OF CONTENTS

SECTION 1 -	DESCRIPTI	ON OF AREA OF OPERATIONS AND DEFINITIONS	4
1.1		n of Company	
1.2	Descriptio	n of Local Service Exchange	4
1.3	Map of Lo	ocal Service Areas	5
1.4	Definition	s	6
1.5	Definition	s of Symbols	25
SECTION 2 -	GENERAL:	RULE AND REGULATIONS	26
2.1	General A	pplication	26
2.2		ng Service	
	2.2.1 A	vailability of Facilities	26
		pplication for Service	
		ancellation or Change in Application for Service	27
		efusal of Service	
		ransfer, Assignment or Supersedure of Service	
		inimum Service Periods	
		iority of Establishment of Service	
2.3		g of Service	
		ovision and Ownership of Service and Facilities	
		ompany Facilities at Hazardous or Inaccessible Locations	
		otective Equipment	
		elephone Numbers	
		assification of Service	
		stallation, Maintenance and Repair of Facilities	
		ork Performed Outside Regular Working Hours	
2.4		vices and Facilities	
		se of Service	
		ccessories Provided by the Customer	
		mit of Communication	
2.5		awful, Abusive or Fraudulent Use of Service	
2.5		tion, Termination or Suspension of Service	
		iscontinuance of Service; Toll Blocking Policy	
2.6		estoration of Service	
2.0		Relations	
		eneral	
		ustomer Complaints	
		pplicant or Customer Deposit; Guarantors	
		syment for Service	
		llowance for Interruptiondivatement of Charges for Oscabilling and Hadabilling	
		djustment of Charges for Overbilling and Underbilling	
2.7		isputed Bills	40
2.1	•	f the Company ervice Irregularities	50
		se of Facilities of Other Connection Companiesdemnifying Agreement	
		efacement of Premise	
2.8		Case Basis (ICB) Arrangements	
2.6 2.9		Promotional Programs	
4.7	r overbount.	7 1 VIII VII VIIII I 10 granto,,,	J L

SECTION 3 -	SERVICE CHARGES	, 52	
3.1	Definitions	52	
	3.1.1 Account	52	
	3.1.2 Service Charge Elements	52	
3.2	Application of Charges	52	
	3.2.1 General	52	
•	3.2.2 Specific Application of Service Charges	55	
3.3	Schedule of Service Charges	55	(C)
3.4	Termination Charges	56	
3.5	Return Check Charge	56	
3.6	Restoration of Service Charge	56	
SECTION 4 - 1	LOCAL EXCHANGE SERVICE	57	
4.1	Local Exchange Rates		
	4.1.1 General		
	4.1.2 Base Rates		
	4.1.3 Calling Areas.		
	4.1.3.1 St. Marys Exchange Local Calling Area Map		
	4.1.4 Direct Inward Dial Trunks (DID		
•	4.1.5 Trunk Hunting		
4.2	Verification and Emergency Interrupt Service		
	4.2.1 General		
	4.2.2 Rates	73	
4.3	[Reserved for Future Use]	74	
4.4	911 Service	74	
SECTION 5	DIRECTORY PUBLICATION AND USE	75	
5.1	Directory Listings		
	5.1.1 Provision of Directory Listings		
	5.1.2 Primary Directory Listings		
	5.1.3 Additional Directory Listing		
	5.1.4 Non-Published Telephone Number Service		
	5.1.5 Non-Listed Telephone Number Service		
	5.1.6 Liability for Directory Listing Service		
	5.1.7 Rates and Charges		
5.2	Provision and Ownership of Directories		

SECTION 6 -	MISCEL	LANEOUS SERVICE ARRANGEMENTS	79
6.1	Local l	Directory Assistance Service	79
	6.1.1	General	79
	6.1.2	Rates and Charges	79
6.11	Nation	al Directory-Assistance	79
	6.11.1	General	79
	6.11.2	Rates and Charges	79
6.2		estriction Service	
	6.2.1	General	80
6.3	Local	Operator Services	81
	6.3.1	Operator Assisted Charges	81
6.4	Call M	anagement Services	83
	6.4.1	Description of Features	
	6.4.2	Discounts for Multiple Features	
	6.4.3	Advanced Features	88
	6.4.4	Non-Recurring Charges for Call Management Features	88
		STATE ACCESS SERVICE TARIFF	
SECTION 7 -	CUSTON	MER PROVIDED EQUIPMENT AND FACILITIES	89
7.1		ction on Customer Premise	
	7.1.1	General	89
	7.1.2	Responsibility of the Company	
	7.1.3	Liability of the Company	
	7.1.4	Responsibility of the Customer	
	7.1.5	Connections at Hazardous or Inaccessible Locations	
	7.1.6	Connections at Registered Equipment	92
7.2	Record	ling of Two-Way Telephone Conversations	
	7.2.1	General	94
7.3	Service	e Charges	95
	7.3.1	Failure of Acceptance Testing	
	7.3.2	Line Conditioning or Treatment	
	7.3.3	Damage to Facilities	95

SECTION 8 - F	PRIVATE LINE TELEPHONE SERVICE (SPRINT)96	
8.1	Description/General Regulations	
8.2	Basic Rate Categories 97	
8.3	Voice Grade Services	
8.4	Digital Data Service	
8.5	High Capacity Service	
8.6	Channelized DS-1	
8.7	Channelized DS-3	
8.8	Network Access Service	
8.9	Alarm Service	
8.10	Integrated Services Digital Network (ISDN	
	8.10.1 Service Description	
	8.10.2 Basic ISDN Service Capabilities	
	8.10.3 Regulations	
	8.10.4 Termination Charges 107	
	8.10.5 ISDN PRI	
	8.10.6 ISDN PRI Plus	
	[Reserved for Future Use]	
	- PRIVATE LINE TELEPHONE SERVICE (VERIZON) 111B	
8.A.1	Description/General Regulations	
8.A.2	Basic Rate Categories 111D	
8.A.3	Terminating Options Description	
8.A.4	Voice Grade Services	(D)
8.A.5	Digital Data Service	(2)
8.A.6	High Capacity Service	(D)
8.A.7	Optional Payment Plan	(D)
8.A.8	Term Value Plan 111Z.8	
8.A.9	Service Components 111Z.14	
	Channelized DS1	
	Network Access Service	
8.A.12	Integrated Services Digital Network (ISDN)	
	8.A.12.1 Service Description	
	8.A.12.2 Basic ISDN Service Capabilities	
	8.A.12.3 Regulations	
	8.A.12.4 Termination Charges	
	8.A.12.5 ISDN PRI	
	8.A.12.6 ISDN PRI Plus 111Z.23	/T>
	DS3 High Capacity Service	(D)
8 A 14	High Voltage Protection 1117 30	

SECTIO	N 9 - Pl	RICE LIST (SPRINT)	112	
9	9.1	Service Charges	112	
9	9.2	Returned Check Charge	112	
9	9.3	Restoration of Service Charge	112	
Ç	9.4	Local Exchange Base Rates	114	
ç	9.5	Direct Inward Dial Trunks	122	
ç	9.6	[Reserved for Future Use]	122	
ç	9.7	E911 Service	122	
ç	9.8	Directory Listings	123	
Ç	9.9	Directory Assistance		
	9.10	Toll Restriction		
	9.11	Custom Calling Services		
		Class Calling Services.		
		Econo Plans.		
	9.13	Call Blocking and Screening Service		
		Private Line Rates and Charges.		
		Network Access		
		ISDN		
,		9.16.3 Reserved for Future Use		~
				(D)
		9.16.2 ISDN – PRI		
	0.17	9.16.3 TSC Link Service		
		Centrex		
	9.18	Intrastate Access Fee		
	9.19	Rotary Line Service		
Ş	9.20	Digital Capable Loop Service	.153B	
OP/TIO	NT 10	DOLOG LIGT (LEDIGOLD	164	
		PRICE LIST (VERIZON)		
	10.1	Service Charges		
	10.2	Return Check Charge		
	10.3	Restoration of Service		
	10.4	Local Exchange Base Rates		
	10.5	DID Trunks		
	10 .6	[Reserved for Future Use]		
		E911 Service		
	10.8	Directory Listings	168	
Ī	10.9	Directory Assistance	168	
1	10.10	Toll Restriction	169	
1	10.11	Custom Calling Services	170	
]	10.12	Private Line Rates and Charges - Special Access	174	
]	10.13	Digital Channel Services II	185	
1		Network Access Service		
1		ISDN Service		
		10.15.1 ISDN Single Line Service		
		10.15.2 ISDN – Local Packet Switching Network Service		
		10.15.3 Reserved for Future Use		(D)
		10.15.4 ISDN – PRI		` /
1	10.16	Centrex		
	10.17	Intrastate Access Fee 2		
	10.17	Rotary Line Service		
·	10.10	Nowly Line out the manner and a second secon	4TD	

Issued Date: March 12, 2008

Effective Date: March 12, 2008

SECTION 11 -	PRICE LIST (St. Marys)	225	
11.1	Service Charges	225	
11.2	Return Check Charge	225	
11.3	Restoration of Service		
11.4	Local Exchange Base Rates	226	
11.5	DID Trunks	230	
11.6	Directory Listings	232	
11.7	Directory Assistance	232	
11.8	Toll Restriction	233	
11.9	Custom Calling Services	234	
11.10	Private Line Rates and Charges	237	
11.11	Digital Channel Services II	248	
11.12	Network Access Service	260	
11.13	ISDN Service	261	
	11.13.1 ISDN Single Line Service	261	
	11.13.2 Reserved for Future Use	266	
	11.13.3 Reserved for Future Use	269	(D)
	11.13.4 ISDN – PRI	274	
11.14	Centrex	275	
11.15	Rotary Line Service	287A	
SECTION 12 -	MINIMUM TELEPHONE SERVICE STANDARDS	288	
12.1	Handling of Consumer Complaints	288	
12.2	Establishment of Service	290	
12.3	Residential Service Guarantors	297	
12.4	Subscriber Billing Adjustments for Local Exchange Service	298	
12.5	Denial or Disconnection of Local and Toll Service	303	

Issued Date: March 12, 2008

Effective Date: March 12, 2008

SECTION 1

DESCRIPTION AND AREA OF OPERATIONS

1.1 DESCRIPTION OF COMPANY

TSC Communications, Inc. (Company) is a public utility providing telecommunications service in the areas covered by the interconnection arrangement and certificated to the Company by the Public Utilities Commission of Ohio

Headquarters for the Company are located at:

2 Willipie Street Wapakoneta, Ohio 45985

1.2 DESCRIPTION OF LOCAL SERVICE EXCHANGES

TSC Communications, Inc. will provide local service in the following Ohio exchanges:

Ada, Bellefontaine, Bluffton, Elida, Huntsville, Lima, Marysville, Minster, New Bremen, Sidney, St. Marys, Tipp City, Waynesfield.

This Tariff applies to service areas that are resold.

(N)

*Indicates exchanges where TSC Communications, Inc. has local exchange customers and an approved interconnection agreement exists with the incumbent LEC serving the area.

TSC Communications, Inc. 2 Willipie Street
Wapakoneta, Ohio 45895

PUCO Tariff No. 1 Second Revised Page 5 Replaces First Page 5

DESCRIPTION AND AREA OF OPERATIONS

1.3 MAP OF LOCAL SERVING AREAS

Illustrated below are the counties in which TSC Communications, Inc. ("TSC") will provide local services. The previous page indicates specific exchanges where services are available and planned for the future. Counties depicted on the map are Allen, Auglaize, Hancock, Hardin, Logan, Mercer, Miami, Montgomery, Putnam, Shelby and Union.

TSC does not provide competitive local service under this tariff in its affiliated territories.

(D)

DEFINITIONS OF TERMS

ACCESS LINE

A central office circuit or channel that provides access to the telephone network for local and long distance telephone services.

AIR LINE MEASUREMENT

The shortest distance between two points. A measurement for computation of mileage charges between termination points.

ANCILLARY DEVICES

All terminal equipment except telephone instruments, PBX-PABX systems, key systems and data services.

ANSWERING EQUIPMENT

Equipment that will automatically answer incoming calls and make an announcement. It may also be equipped to record messages.

APPLICANT

Any person, partnership, corporation, or any combination thereof requesting service or action from the Company.

AUTHORIZED PROTECTIVE CONNECTING MODULE

A protective unit approved by the Company which is manufactured in accordance with the design set forth in Part 68 of the Federal Communications Commission's Rules and Regulations.

AUTHORIZED USER

A person, firm or corporation (other than the customer) who has been authorized by the Company to communicate over a private line or channel according to the terms of the Tariff and (1) on whose premise a station of the private line service is located or (2) who receives from or sends to the Customer over such private line or channel communications relating solely to the business of the Customer

BUILDING (Same)

A structure under one roof, or two or more structures under separate roofs but connected by passageways, in which the Company's wires or cables can be safely run provided the plant facility requirements are not appreciably greater than would normally be required if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by passageways and the plant facility requirements for furnishing telephone service are appreciably greater than would normally be required if all the structures were under one roof, the term "Same Building" applies individually to each of the separate structures.

BUSINESS SERVICE

Telecommunications service furnished to Customers where the primary or obvious use is of a business, professional, institutional or otherwise occupational nature.

CALL

An attempted communication, whether completed or not.

CALLING AREA

See "Local Service Area."

CANCELLATION CHARGES

A charge applicable under certain conditions when the application for service and/or facilities is canceled in whole or in part prior to the completion of the work involved or before the contract period is completed.

CENTRAL OFFICE

A switching unit in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting of exchange lines and trunks or trunks only. There may be more than one central office in a building or exchange.

CHANNEL

A path, or combination of paths, for communication between two or more stations or Company offices and furnished in such a manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

CIRCUIT

A channel used for the transmission of energy in the furnishing of telephone and other communication services further described as:

- (a) Two-wire circuit: A circuit using one transmission path, which may be one carrier pair or one pair (two wires) of metallic conductors.
- (b) Four-wire circuit: A circuit using two one-way transmission paths, which may be two carrier paths or two pairs (four wires) of metallic conductors

CLASS OF SERVICE

A description of telecommunications service furnished a Customer which denotes such characteristics such as nature of use (business or residence) or type of rate (flat or message rate). Classes of service are usually subdivided in grades, such as individual or multi-party line.

COMMISSION

The Public Utilities Commission of Ohio

COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable, when not connected to exchange telecommunication service, of two-way communication between Customer-provided terminal equipment.

COMPANY

TSC Communications, Inc.

COMPLEX SERVICE

The provision of a circuit requiring special treatment, special equipment or special engineering design.

CONDUIT

A tubular runway for cable facilities

CONNECTION

Denotes the establishment of telephone service. A move of existing service to a different premise requires a connection.

CONNECTION CHARGE

See "Service Charges."

CONSTRUCTION CHARGE

A separate initial charge made for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted in the Tariff.

CONTINUOUS PROPERTY

The plot of ground, together with any building thereon, occupied by the Customer, which is not divided by public highways or separated by property occupied by others. Where a Customer occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property, provided local wire or cable facilities are used and the Customer furnishes all local distribution pole line facilities or underground conduit required in connection therewith.

CONTRACT

The service agreement between a Customer and the Company under which service and facilities for communication between specified locations for designated periods and for the use of the Customer and its specifically named authorized users are furnished in accordance with the provisions of this Tariff.

CONTRACT PERIOD

The length of time for which a Customer is responsible for the charges associated with the services, facilities, and equipment under contract.

COST OR COST BASIS

Cost of equipment and materials provided or used plus the cost of installation including, but not limited to, engineering, labor, supervision, transportation, right-of-way, other items which are chargeable, and the actual expense incurred by the Company relating to the call-out of Company personnel.

CUSTOM CALLING SERVICES

Custom Calling Services provide for call features like Call Waiting and Call Forwarding and is furnished in connection with basic business and/or residential line service.

CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS)

Custom Local Area Signaling Services (CLASS) are enhanced services associated with Signal System Seven (SS7) technology. CLASS is furnished in connection with individual line service (private line).

CUSTOMER

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of this Tariff. The Customer is responsible for compliance with the rules and regulations of the Company, and is responsible for ensuring payment of the charges.

CUSTOMER PREMISES INSIDE WIRE

All wire within a Customer's premise, including connectors, jacks, and miscellaneous materials associated with the wire installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, Customer premise inside wire excludes house, riser, buried, and aerial cable.

CUSTOMER-PROVIDED TERMINAL EQUIPMENT

Devices or apparatus and their associated wiring provided by a Customer, which may be connected to the communications path of the Company's exchange network either electrically, acoustically or inductively.

CUSTOMER TROUBLE REPORT

Any oral or written report from a Customer received by the Company relating to a physical defect or to difficulty or dissatisfaction with the service provided by the Company's facilities. One report shall be counted for each oral or written report received even though several items are reported by one Customer at the same time, unless the group of troubles so reported is clearly related to a common cause.

DEMARCATION POINT

The point of interconnection between the Company's communications facilities and the terminal equipment, protective apparatus or inside wiring at a Customer's premise. The demarcation point is located on the Customer's side of the Company's protector or equivalent.

DETACHED ACCESS LINE

An additional circuit connected to an access line either directly or through a switching device that uses Company facilities.

Issued Date: March 23, 2000

Effective Date: June 14, 2000

DIRECT BURIAL

The installation of cables or conductors directly in the earth and not in conduit or duct.

DIRECT CONNECTION

Connection of terminal equipment to the Company's exchange facilities by means other than acoustic and/or inductive coupling.

DIRECT ELECTRICAL CONNECTION

The physical connection of electrical conductors in the communications path.

DIRECTORY

A book that typically lists each telephone Customer alphabetically, with his/her service location and telephone number.

DIRECTORY ASSISTANCE SERVICE

Directory assistance service is furnished to supplement the information available in the Company directory, and to furnish telephone numbers to users who are not able to find the listing in their directory.

DIRECTORY LISTING

The publication of the Company's directory and/or directory assistance records of information relative to a Customer's telephone number, by which telephone users are able to ascertain the telephone number of a desired party.

DISCONNECT NOTICE

The written notice sent to a Customer following billing, notifying the customer that service will be disconnected if charges are not satisfied by the date specified on the notice.

DISCONNECTION OF SERVICE

An arrangement for a permanent interruption of telephone service, made at the request of the Customer, or initiated by the Company for violation of Tariff regulations by the Customer. A "final" bill would be rendered showing moneys owed to the Company net of any amounts to be refunded, such as deposits, as of the date the service was disconnected.

DROP WIRE

Wires used to connect the aerial, buried, or underground distribution facilities to the point where connection is made with a Customer's premise.

Issued Date: March 23, 2000

Effective Date: June 14, 2000

EMERGENCY NUMBER SERVICE

A telephone exchange communication service whereby a public safety answering point designated by the Customer may receive and answer telephone calls placed by dialing the number 911. It includes the services provided by the lines and equipment associated with the service arrangement for answering and dispatching of public emergency telephone calls dialed to 911.

ENTRANCE FACILITIES

Facilities extending from the point of entrance on private property to the premise on which service is furnished.

EXCHANGE

The area established by the Company for the administration of telecommunications service for which a separate local rate schedule is provided. The area usually embraces a town, or village and its environs, and consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications services in that area.

EXCHANGE AREA

The area within which the Company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

EXCHANGE SERVICE

Exchange service is a general term describing, as a whole, the facilities for local intercommunications, together with the capability to send and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of the local exchange Tariff.

(a) Flat rate service: A classification of exchange service furnished a Customer for which a stipulated charge is made regardless of the amount of use.

FACILITIES

All the plant and equipment of the Company and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress allowed by the Commission.

FLAT RATE SERVICE

A classification of exchange service furnished a customer for which a stipulated charge is made regardless of the amount of use.

GENERAL EXCHANGE SERVICES

Services furnished by the Company connected to or associated with primary local exchange service.

HARM

Electrical hazards to Company personnel, damage to Company equipment, malfunctions of Company billing equipment, and degradation of service to persons other than the user as well as the calling or called party.

HIGH CAPACITY CIRCUIT (HI CAP)

Digital-data transmission service equal to, or in excess of T1 data rates (1.544 Mbits).

HOUSEHOLD

A household comprises all persons who occupy a dwelling unit. A dwelling unit is a house, an apartment or other group of rooms or a room that constitutes separate living quarters. A household includes the related persons (the head of the household and others in the dwelling unit who are related to the head of the household) and also any lodgers or employees who regularly live in the house. A person living alone or a group of unrelated persons sharing the same dwelling unit as partners is counted as a household.

IDENTIFICATION NUMBER

An identifying number of a particular model of "Conforming Device" attested by a manufacturer or supplier to comply with the standards and procedures set forth in the Federal Communications Commission's Part 68.

INDIVIDUAL LINE SERVICE

A classification of exchange service furnished under Tariff provisions which provides that only one exchange access line shall be served by the circuit connected.

INITIAL NONRECURRING CHARGE

A nonrecurring charge made for the furnishing of telephone services, which may apply in addition to service connection charges.

INITIAL SERVICE PERIOD

The minimum period of time for which service is provided, which is typically one month unless otherwise specified in the Tariff

INTEREXCHANGE PRIVATE LINE

A communication path between two or more serving areas not connected for exchange telephone service.

INTERFACE

- (a) The junction or point of interconnection between two systems or equipment having different characteristics which may differ with respect to voltage, frequency, speed of operation, type of signal and/or type of information coding including the connection of other than Company-provided facilities to exchange facilities provided by the Company.
- (b) The point of interconnection between Company equipment and communications facilities on the premise of the Customer. Also referred to as demarcation point.

INTERFACE EQUIPMENT

Equipment provided by the Company at the interface location to accomplish the direct connection of facilities provided by the Company with facilities provided by other than the Company.

INTERLATA

Long distance message telecommunications service where point locations are in a different local access and transport area (LATA).

INTRALATA

Long distance message telecommunications service where service point locations are within the same local access and transport area (LATA).

INTRAEXCHANGE CHANNEL SERVICE

Channel connecting two or more "primary terminations" in the same exchange.

INTRAEXCHANGE SERVICE

Telecommunications service confined wholly within a single exchange.

JACK

A fixed socket designed to permit the establishment of a connection between the local exchange facilities and terminal equipment equipped with cords ending in plugs.

KEY EQUIPMENT

Switching keys located in the telephone base or other housing arranged to pick up or hold a line, or to communicate with other telephones in the Customer's communications system.

KEY SYSTEM LINE

A circuit connecting key system equipment with a central office.

KEY TELEPHONE SET

A telephone set equipped with keys or buttons in the housing.

KEY TELEPHONE SYSTEM

An arrangement of equipment in combination with telephone sets and associated keys, to connect those telephones to any one of a limited number of exchange, PBX, intercom or private lines. Line status indicating, signaling, holding or other features, are or may be incorporated.

LOCAL ACCESS AND TRANSPORT AREA (LATA)

Denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating Company serving area which are grouped to serve common social, economic, and miscellaneous purposes.

LOCAL CALLING AREA

See "Local Service Area."

LOCAL CHANNEL

Applies to that portion of a channel that connects a station to the interexchange channel or to a channel connecting two or more exchange access lines within an exchange area.

LOCAL EXCHANGE SERVICE

Telecommunications service provided within an exchange for the purpose of establishing connections between Customer premise within the exchange, including connections between a Customer premise and a long distance service provider serving the exchange. Local exchange service may also be referred to as local exchange telephone service.

LOCAL MESSAGE

A communication between two or more exchange access lines within the local service area of the calling telephone.

LOCAL MESSAGE CHARGE

The charge that applies for a completed message that is made when the calling exchange access line and the called exchange access line are both within the same local calling area where a local message charge is applicable.

LOCAL SERVICE

The intercommunication (by means of facilities connected with the Company central office or offices and under the provisions of the Company) between exchange access lines located in the same exchange or in different serving area between which no toll rates apply.

LOCAL SERVICE AREA (LOCAL CALLING AREA)

The area within which telephone service is furnished customers under a specific schedule of exchange rates (flat or measured) and without toll charges. A local service area may include one or more exchange areas under an extended area service arrangement.

LOCAL SERVICE CHARGE

The charge for furnishing facilities to enable a Customer to send or receive telecommunications within the local service area. This local service calling area may include one or more exchange areas.

LONG DISTANCE MESSAGE TELECOMMUNICATION SERVICE

Facilities furnished by means of wire, radio or a combination thereof for telecommunications between service points in different local service areas in accordance with the regulations and system of charges specified by the Company.

MAINTENANCE SERVICE CHARGE

A nonrecurring maintenance charge applied when service difficulty or trouble results from the use of Customer-provided equipment or inside wiring.

MESSAGE

A communication between two or more exchange access lines. Messages may be classified as local or toll.

MILEAGE

The measurement (airline, route, etc.,) upon which a charge for the use of part or all of a circuit furnished by the Company is based.

MINIMUM CONTRACT PERIOD

The minimum length of time for which a Customer is obligated to pay for service, facilities and equipment, whether or not retained by the Customer for such minimum length of time.

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification and audible tone signals (call progress signals indicating reorder or busy conditions, alerting coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

NON-LISTED TELEPHONE NUMBER

A telephone number associated with an exchange access line for which no listing appears in the alphabetical section of a telephone directory. The number is listed in the information records and is given out upon request.

NONPUBLISHED TELEPHONE NUMBER

A telephone number associated with an exchange access line which, at the request of the Customer, is not listed in the telephone directory and is not made available to the general public by the Company.

NONRECURRING CHARGE

A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

Issued Date: March 23, 2000

Effective Date: June 14, 2000

OFF PREMISE EXTENSION (OPX)

A telephone located in a different office or building from the main phone system.

ONE PARTY SERVICE

Any exchange access line designed for the provision of exchange service to one premise.

PERMANENT DISCONNECT

A discontinuance of service in which the facilities used in the service are immediately made available for use for another service.

PERSON

Includes individuals, partnerships, corporations, governmental bodies, associations and any other such entity.

PREMISE

The same premise consists of:

- (a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others.
- (b) the portion of the building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public thoroughfare or by space occupied by others.
- (c) the continuous property operated as a single farm whether or not intersected by a public road.

PREMISE WIRING

All wire within a Customer's premise, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, Customer premise inside wire excludes riser, buried and aerial cable.

PREASSIGNED NUMBER

A telephone number preassigned before service is actually established.

PREWIRING

Any inside wiring done at the location of a residence or business prior to the initial installation of telephone service.

PRIMARY SERVICE

The initial provision of voice grade access between the Customer's premise and the switched telecommunications network. This includes the initial connection to a new Customer, the move of an existing Customer to a new premise, or the change of a telephone number.

PRIMARY TERMINATION

Applies to channels which extend beyond the continuous property of a Customer or the confines of a single building housing the first premises of more than one Customer. "Primary Termination" also denotes the first termination of such a channel at a station or private branch exchange on the continuous property of a customer. When more than one Customer's premise is located within the same building, the first termination of such a channel at that building constitutes a "primary termination." For purpose of this definition, the location of a "primary termination" for channel services associated with "switching system services" is considered to be at the "switching system services" serving central office. When the "switching system services" serving central office is not in the same exchange as the main location, the "mileage service area" center for the main location will be used in lieu of the "switching system services" serving central office.

PRIVATE BRANCH EXCHANGE

An arrangement of equipment situated on a customer's premises consisting of a switching apparatus with an attendant's telephone, telephones connected with the switchboard, and trunks connecting it with a central office. The Private Branch Exchange provides for intercommunications between these telephones, for communication with the general exchange network, and for long distance message telecommunications service.

PRIVATE BRANCH EXCHANGE LINE

A channel connecting the Private Branch Exchange (PBX) station or other terminal equipment with the PBX switching equipment.

PRIVATE BRANCH EXCHANGE TRUNKS

Trunks connecting a private branch exchange system with a central office for communication with the general exchange network and for long distance message telecommunications service.

PRIVATE LINE

A circuit provided to furnish dedicated communication between two or more directly connected locations and not having connection with central office switching equipment.

PUBLIC THOROUGHFARE

A road, street, highway, lane or alley under the control of and kept by the public.

PUBLISHED TELEPHONE NUMBER

A number which appears in the current telephone directory, or is scheduled to appear in a forthcoming telephone directory, and which also appears in the information records for general public information.

RATE CENTER

A specified geographical location within an exchange area from which mileage measurements are determined for the application of rates between exchange areas.

REFERENCE LISTING

The listing of a generally accepted name of a firm or corporation followed by a reference to another listing.

REGISTERED TERMINAL EQUIPMENT

Terminal equipment which is registered in accordance with Part 68 of the Federal Communications Commission's Rules and Regulations.

RESIDENTIAL SERVICE

Telecommunications service furnished to Customers when the actual or obvious use is for domestic purposes.

ROTARY HUNTING SERVICE

A central office service arrangement whereby a called busy line in a specified line group will automatically advance until an idle line or trunk is found.

SERVICE CHARGE

A nonrecurring nonrefundable charge for work required to establish initial service or to make subsequent additions to, moves, or changes in that service.

Issued Date: March 23, 2000

Effective Date: June 14, 2000

SERVICE DROP

Facilities used to connect buried, aerial or underground distribution facilities to the point of entrance to the building where connection is made with the inside wires of a Customer's telephone.

SERVING CENTRAL OFFICE

The central office from which a Customer's telephone service is normally provided.

SIGNAL CONDITIONING EQUIPMENT

That equipment connected to a channel to condition signals generated by data terminal equipment.

SINGLE CHANNEL (Half Duplex)

A channel with the capability of transmission alternately in either direction, or for transmission in one direction only.

SPECIALIZED CUSTOMER PREMISE EQUIPMENT

Terminal equipment required by persons with impaired hearing, speech, vision or mobility.

STATION EQUIPMENT

Customer-owned or leased equipment connected to a channel to transmit and/or receive voice communications and/or data signals.

SUPERSEDURE OF SERVICE

An Applicant who otherwise qualifies for the immediate establishment of service may supersede the service of a Customer discontinuing that service when the Applicant is to take service on the premise where service is being rendered, and if a notice to that effect from both the Customer and the Applicant is presented to the Company, and if an arrangement, acceptable to the Company, is made to pay outstanding charges against the service. The Company may require such notice to be in writing.

SUPPLEMENTAL CONTRACT

A contract for service, equipment or facilities in addition to that provided for under the original contract.

SUSPENSION OF SERVICE

An arrangement made at the request of the Customer, or initiated by the Company, for temporarily interrupting service.

TARIFF

The schedule of the Company containing all rules and regulations, rates, and charges, stated separately by type or kind of service and the Customer class filed with the Commission.

TELECOMMUNICATION SERVICES

The various services offered by the Company as specified in this Tariff.

TELEPHONE COMPANY

See "Company."

TELEPHONE NUMBER

A numerical designation assigned to a Customer for convenience in operation and identification. The telephone numbers include the number prefix of a central office, which is termed "central office designation."

TELEPHONE SOLICITATION

An unsolicited telephone call.

TEMPORARY DISCONNECTION

See "Suspension of Service."

TEMPORARY SERVICE

The provision of service definitely known to be required for a short period of time (generally less than twelve consecutive months) such as, but not limited to, service furnished to building contractors, service to a convention, and service for seasonal business including resorts.

TERMINATION AGREEMENT

An agreement between the Company and the Customer to provide or furnish certain lines or equipment representing a comparatively high investment or in lieu of a contribution to construction for temporary service whereby the Customer agrees to compensate the Company in case the service is discontinued prior to the date specified in the agreement.

TERMINATION CHARGE

A charge made to liquidate a Customer's obligations for termination of service prior to the expiration of the initial contract period.

TERMINATION OF SERVICE

The discontinuance of service or facilities provided by the Company, either at the request of the Customer or by the Company under its regulations concerning cancellation for cause.

TIE LINE

A circuit connecting two switching systems (e.g., Private Branch Exchange and/or Automatic Call Distribution Systems) for the purpose of intercommunicating between the stations connected.

TOLL MESSAGE

A communication between two exchange access lines, the called access line being outside of the local or service area of the access line from which the message originates.

TOLL RATE

The initial period charge prescribed for a toll message usually based upon a minimum initial period and distance between serving area.

TOLL SERVICE

That part of the total telephone service rendered either by the Company or through the Company's access to Long Distance Providers and which is furnished between different local service areas in accordance with the rates and regulations in the appropriate Long Distance Service Providers' tariffs.

TRUNK LINE

A telephone communication channel between a central office and a Private Branch Exchange, or a Key System for the common use of all calls or one class between its two terminals.

UNDERGROUND SERVICE CONNECTION

A drop wire or cable which is run underground from a pole line or an underground distributing cable.

VOICE GRADE FACILITY

A communications path typically used in the telecommunications industry for the `transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hertz between two points comprised of any form or configuration of physical plant capable of transmitting and receiving these frequencies.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS)

A service designed to meet the needs of customers who make or receive substantial volumes of long distance telephone calls. This service is only provided on an inward or outward basis.

WIRE CENTER

A central office location where telephone feeder and distribution cables are terminated.

DEFINITIONS OF SYMBOLS

General

The following symbols will be utilized for all changes of material within the General Exchange Tariff:

- C Change in Regulation
- D Discontinued Rate, Regulation or Text
- E Correction of an error made prior to current revision of Tariff
- I Increase in Rate
- M -Moved Rate, Regulation or Text from one page to another with no change in Rate, Regulation or Text.
- N New Rate, Regulation or Text
- R Reduction in Rate
- T Text Change, but no change in Rate or Regulation

SECTION 2. GENERAL RULES AND REGULATIONS

2.1 GENERAL APPLICATION

- 2.1.1 The rules and regulations set out in this Tariff apply to the services and associated facilities furnished by the Company within its operating territory in the serving area listed in Section 1 of this Tariff.
- 2.1.2 Complete Tariffs containing all rates for Local Exchange Service will be kept at all times in the Company's local business office where they will be available for public inspection during regular business hours. Copies may be obtained at reproduction cost.
- 2.1.3 Failure on the part of any customer to observe these rules and regulations of this Tariff gives the Company the right to cancel all contracts and discontinue the furnishing of service.
- 2.1.4 TSC Communications, Inc. will comply with the Commission's Minimum Telephone Service Standards (MTSS), set forth in Chapter 4901:1-5 of the Ohio Administrative Code.
- Pursuant to the provisions of Section 4909-161 of the Ohio Revised Code and P.U.C.O. Order No. 82-1268-AU-UNC, the Company will assess a surcharge of 0.75 percent to a total monthly local service and equipment rates, directory advertising charges, service connection and other one-time charges and intrastate toll charges.

2.2 ESTABLISHING SERVICE

2.2.1 Availability of Facilities

- A. The rates and charges quoted in this Tariff provide for the furnishing of service and facilities where suitable facilities are available.
- B. The Company shall not be liable for failure to furnish service where facilities are not available.
- C. When service and facilities are provided in part by the Company and in part by other connecting companies the regulations of the Company apply to that portion of the service and facilities furnished by the Company.

(T)

SECTION 2. GENERAL RULES AND REGULATIONS

2.2 <u>ESTABLISHING SERVICE</u> (cont.)

2.2.2 Application for Service

- A. Applications for service or requests or orders by the Customer for additional services or facilities may be made orally, or in writing when deemed necessary by the Company, and shall constitute a contract when accepted by authorized employees or agents of the Company, or upon establishment of service.
- B. An applicant may be required to make an advance payment at the time the application is accepted, in cases where a deposit is not collected. The amount of the payment will be based on applicable Service Connection Charges and the first month's charges for Exchange Service. The provisions of this paragraph affect the initial payment only and regular monthly charges for service as well as billing and collection practices discussed within this Tariff are otherwise applicable.
- C. The Company will comply with the Commission's Minimum Telephone Service Standards regarding establishment of service, set forth in O.A.C. 4901:1-5-13, and found in Section 12 of this Tariff.

2.2.3 Cancellation or Change in Application for Service

- A. Where the Customer cancels an application for service prior to the start of special construction, a service ordering charge applies in addition to any special engineering costs incurred. (also see Sections 3.3. and 3.4.1)
- B. Where installation of service has been started prior to the cancellation, a Cancellation Charge equal to the Service Order Charge may apply as specified in Section 3.3.(A).
- C. When a Customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the Customer is also required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

(N)

(T)

Issued Date: January 15, 2002

Effective Date: January 15, 2002

SECTION 2. GENERAL RULES AND REGULATIONS

2.2 **ESTABLISHING SERVICE** (cont.)

2.2.4 Refusal of Service

Grounds for Refusal of Service: A.

- 1. The Company may refuse to serve an Applicant for any one of the following reasons:
 - The Applicant's installation or equipment is known to be a. inadequate, hazardous or of such character that satisfactory service cannot be given.
 - extraordinary circumstances where an Applicants b. unlimited access to the network may result in substantial loss of revenue to the Company.
 - For refusal to make a deposit if the Applicant/Customer is C. required to make a deposit under the requirements outlined in this Tariff.

В. Applicant's Recourse

In the event the Company refuses to serve an Applicant, the Company will inform the Applicant of the reasons for its refusal.

2.2.5 Transfer, Assignment, or Supersedure of Service

- A. Service previously furnished to one (1) Customer may be assumed by a qualified new Customer without lapse in the rendition of service at the exact premise where service is currently rendered.
- The Company may require written notice of a Customer's intent to В. assume existing service. Any and all outstanding charges incurred by the first Customer must be paid for by the Customer assuming the service.

Effective Date: January 15, 2002

2.2 <u>ESTABLISHING SERVICE</u> (cont.)

2.2.6 Minimum Service Periods

Unless otherwise specified elsewhere in this Tariff, the minimum service period for all services offered in this Tariff is one (1) month beginning on and including the day following the establishment of service. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations. For purposes of administration, each month is considered to have thirty (30) days.

2.2.7 Priority of Establishment of Service

Applications for service in a particular exchange will be completed in the chronological order of their receipt to the extent practical and economical, and depending on the availability of facilities.

2.3 FURNISHING OF SERVICE

2.3.1 Provision and Ownership of Service and Facilities

Service and facilities furnished by the Company on the premise of a Customer or Authorized User are the property of the Company and are provided upon the condition that such service and facilities, except as expressly provided in this Tariff, must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premise at any reasonable hour to install, to inspect, or to repair any part of the Company's facilities on the Customer's premise, or to remove such facilities which are no longer necessary for the provision of service.

2.3.2 Company Facilities at Hazardous or Inaccessible Locations

- A. Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and/or the Customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. The Customer will reimburse the Company for any unusual costs involved.
- B. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, or damage by reason of the installation and maintenance of such service and/or facilities.

Issued Date: January 15, 2002

Effective Date: January 15, 2002

2.3 FURNISHING OF SERVICE (cont.)

2.3.3 Protective Equipment

- A. Protective equipment is required when a hazardous electrical environment is present at a Customer's premise and when the estimated rise in ground potential is sufficient to cause damage to Company facilities or to endanger the safety of the Company's employees or Customers. The Customer must provide the protective equipment subject to Company specifications.
- B. Other special protective equipment and/or neutralizing transformers, isolating transformers, drain coils for use in providing service to Customer's premise where there are high ground potentials, even though not required, may be provided by the Customer, subject to specifications, or in accordance with the rates, terms and conditions of Section 10 of this Tariff.
- C. All equipment connected to the Company's facilities and the telecommunications network shall meet the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

2.3.4 Telephone Numbers

- A. Telephone numbers are the property of the Company and are assigned to the service furnished the Customer. The Company reserves the right to change such numbers and/or the central office name associated with such numbers assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- B. The Company shall list each Customer with directory assistance except those numbers not listed at the Customer's request.

Issued Date: January 15, 2002 Effective Date: January 15, 2002

2.3 <u>FURNISHING OF SERVICE</u> (cont.)

2.3.5 Classifications of Service

A. Basis for Classification

- 1. The determination as to whether Customer service should be classified as business or residence service is based on the character of the use to be made of the service and facilities. This consideration is, in all cases, the basis upon which the rates for any particular service are classified, and any indices of such character of use should be applied with this primary definition in mind.
- 2. The Company reserves the right to classify any local service furnished a Customer as business or residence service, in compliance with this Tariff.

B. Application of Business Rates

Business rates apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use.

C. Application of Residence Rates

Residence rates apply when the use of the service is of a domestic nature, provided that service is not used substantially for occupational purposes.

Issued Date: January 15, 2002

2.3 <u>FURNISHING OF SERVICE</u> (cont.)

2.3.5 Classifications of Service (cont.)

D. Changes in classification between residence to business service may be made without change in telephone number if the Customer so desires.

2.3.6 Installation, Maintenance, and Repair of Facilities

- A. All ordinary expense of installation, maintenance, and repairs of Company equipment and facilities, unless otherwise specified in this Tariff, is borne by the Company. Where special conditions or requirements of the Customer involve unusual construction or installation costs, the Customer may be required to pay a reasonable proportion of such costs. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the Customer or other persons authorized to use the service and not due to ordinary—wear and tear, the Customer shall be required to pay the actual expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.
- B. The Customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon the written consent of the Company or as otherwise specified in the Company's applicable Tariffs. The Company shall have the right to charge the Customer for losses experienced as a result of unauthorized tampering.
- C. The Customer may be billed the applicable Minimum Service Charge for each service call to the Customer's premise where off-hook condition is found. The Minimum Service Charge will be the minimum premise visit charge as listed in 3.3 (B.1) of this tariff.

2.3.7 Work Performed Outside Regular Working Hours

The rates and charges specified in this Tariff contemplate that all work in connection with furnishing or rearranging service will be performed during regular working hours. Whenever a Customer requests that work necessarily required in the furnishing or arranging of his service be performed outside the Company's regular working hours, or that work already started should be interrupted, the Customer may be required to pay the amount of additional costs the Company incurs as a result of the Customer's special requirements, in addition to the other rates and charges specified in this Tariff.

Issued Date: January 15, 2002 Effective Date: January 15, 2002

2.4 USE OF SERVICE AND FACILITIES

2.4.1 Use of Service

- A. The Company may refuse to install or may terminate a Customer's service if it is located on premise that is public or semi-public in nature and is not used for the service's intended use.
- B. Services provided by the Company may not be resold by the Customer or used in any manner for which the Customer receives compensation from except as specified below:
 - Services the Company provides to certified carriers at retail rates will not prohibit or impose unreasonable discriminatory conditions or anti-competitive conditions or limitations.
- C. The Customer is responsible for payment of all charges of the Company for all services ordered by the Customer, including those that are shared or resold as provided herein.

2.4.2 Accessories Provided by the Customer

No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the Company facilities except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The Customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his/her premises because of the use of such attachments or connections.

2.4.3 Limit On Communication

The Company reserves the right to limit the length of communications when necessary due to a shortage of facilities caused by emergency conditions.

Issued Date: January 15, 2002 Effective Date: January 15, 2002

2.4 <u>USE OF SERVICE AND FACILITIES</u> (cont.)

2.4.4 Unlawful, Abusive, or Fraudulent Use of Service

- A. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued, after proper written notice, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this Section.
- B. The Company may suspend or terminate telephone service, upon proper notice following the rules and regulations of the Commission's Minimum Telephone Service Standards in Rule 4901:1-5-17, to any person(s), firm or corporation who: uses or permits the use of foul, abusive, obscene or profane language over the facilities furnished by the Company; or impersonates or permits impersonation of any other individual with fraudulent or malicious intent; or uses or permits their telephone to be used to make calls whether anonymous or otherwise in any manner which could reasonably be expected to frighten, abuse, torment, or harass another; or uses the service in such a manner as to interfere in any way with the service of others.

(T)

2.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE

2.5.1 Discontinuance of Service

A. The Company will comply with the Commission's Minimum Telephone Service Standards regarding denial or disconnection of local and toll service, set forth in O.A.C. 4901:1-5-17, and found in Section 12 of this Tariff.

(D)

PUCO Tariff No. 1 First Revised Page 36 Replaces Original Page 36

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.5 <u>DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE</u> (cont.)

TSC Communications, Inc. 2 Willipie Street Wapakoneta, Ohio 45895 PUCO Tariff No. 1 First Revised Page 36 Replaces Original Page 36

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.5 <u>DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE</u> (cont.)

(D)

2.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (cont.)

(D)

(D)

Issue Date: January 15, 2002

2.5 <u>DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (cont.)</u>

2.5.1 Discontinuance of Service (cont.)

B. <u>Toll Blocking Policy</u>

TSC Communications, Inc. when providing toll service, may "universally" block access to all toll providers for nonpayment of regulated toll charges, so long as the blocked customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, TSC Communications, Inc. when providing toll service, may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:

- the customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- TSC Communications, Inc. when providing toll service, exercising its own discretion, does not require the customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or
- TSC Communications, Inc. when providing toll service, attempts to require the customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved tariff.

When a prospective customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select TSC Communications, Inc. as his or her 1+ carrier of choice, TSC Communications, Inc. may, subject to our tariffed toll deposit policies and the Commission's rules on establishment of service (See Rule 4901:1-5-13, Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5-13 (B), O.A.C., but TSC Communications, Inc. may negotiate a lower deposit.

TSC Communications, Inc. may furnish credit information, acquired from the Company's own experiences with the customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. The Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment by the customer of all past due toll debt to TSC Communications, Inc., the Company will remove the block and all 1+ dialing capabilities, including 10-XXX, will be restored.

(T)

(T)

2.5 <u>DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (cont.)</u>

2.5.1 Discontinuance of Service (cont.)

(D)

(D)

C. Toll disconnection service offerings are available on a nondiscriminatory basis (including rates) to all toll service providers. Selective, Company-Specific, Toll Blocking Service is available and is provided to toll providers requesting that the customer not be given access to any of the toll providers service plans. \$2.50-\$5.00

(T)

2.5. DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (cont.)

2.5.2 Restoration of Service

- A. For restoration of a Customer's Telecommunications Service when service has been disconnected the following conditions are applicable. Service Charges are discussed in Section 3 of this Tariff.
- B. If the Customer's service has been terminated the Customer must reapply for telephone service as a new applicant before having service restored. Such application will be subject to applicable Service Charges.
- C. At its discretion, the Company may restore or re-establish service, which has been suspended or disconnected for nonpayment of charges prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver by the Company of any rights to suspend or disconnect service for nonpayment of charges due and unpaid, or for the violation of the provisions of this Tariff. Moreover, the Company's failure to suspend or disconnect service for nonpayment of any past due account or accounts shall not operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

2.6 CUSTOMER RELATIONS

2.6.1 General

- A. The Company will maintain a current set of maps showing the physical locations of its facilities and telephone exchange locations. Each central location will have available up-to-date maps or records of its immediate area, with such other information as may be necessary to enable the Company to advise applicants and others entitled to the information, as to the facilities available for serving that locality.
- B. Upon request for service by an Applicant or upon request for transfer of service by a Customer, the Company shall inform the applicant or Customer of the Company's lowest priced alternatives available at the Customer's location. The Company shall provide this information beginning with the lowest priced alternative and giving full consideration to applicable service or equipment options and Installation Charges.

2.6 <u>CUSTOMER RELATIONS</u> (cont.)

2.6.1 General (cont.)

- C. The Company will post a notice in a conspicuous place in each business office of the Company where applications for service are received informing the public that copies of the rate schedules and rules relating to the services of the Company, as filed with the Commission, are available for inspection.
- D. The Company will provide to all new telephone utility Customers, at the time service is initiated, a pamphlet or information packet advising the Applicant of his or her rights as a Customer. This information shall inform the Customers concerning their right to request information relating to rates and services; bill payment policies; regulations in regard to termination of service; billing disputes; information about alternative payment plans; reconnection of service after involuntary termination; Customer complaints, supervisory review by the Company and registering a complaint with the Commission; Company business office hours, addresses and telephone numbers; deposits; statement of nondiscrimination; and availability of any special services such as readers or notices in Braille, as well as the telephone number of the teletypewriter for the deaf at the Commission.

2.6.2 Customer Complaints

A. The Company will comply with the Commission's Minimum Telephone Service Standards regarding the handling of consumer complaints, set forth in O.A.C. 4901:1-5-5, and found in Section 12 of this Tariff.

(D)

(T)

2.6 <u>CUSTOMER RELATIONS</u> (cont.)

2.6.3 Applicant or Customer Deposit

A. Definition of Applicant and Customer

For purposes of this subsection, an Applicant is defined as a person who applies for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service or has received service in the past.

B. Establishment of Credit

1. The Company may require an Applicant, a presently disconnected Customer, or a former Customer to satisfactorily establish credit for the purpose of guaranteeing final payment for service. Such establishment of credit will not relieve the Customer from prompt payment of bills. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared telephone service. Credit history applies equally to both, without modification.

C. Deposits

(T)

1. The Company will comply with the Commission's Minimum
Telephone Service Standards regarding deposits, set forth in O.A.C.
4901:1-5-13(B)(2)(b), and found in Section 12 of this Tariff.

(D)

Issued Date: January 15, 2002

Effective Date: January 15, 2002

2.6 <u>CUSTOMER RELATIONS</u> (cont.)

2.6.3 Applicant or Customer Deposit (cont.)

D. Guarantors

(N)

The Company will comply with the Commission's Minimum Telephone Service Standards regarding third-party guarantors, set forth in O.A.C. 4901:1-5-14, and found in Section 12 of this Tariff.

E. Information Provided With Deposits

At the time a deposit is required, the Company shall provide written information about deposits to Applicants for, or Customers of, business or residential service. This information will include:

- 1. the circumstances under which the Company may require a deposit, or request an additional deposit;
- 2. how a deposit is calculated;
- 3. the amount of interest paid on a deposit and how this interest is calculated; and
- 4. the time frame and requirement for return of the deposit to the Customer.

Issued Date: January 15, 2002

Effective Date: January 15, 2002

2.6 <u>CUSTOMER RELATIONS</u> (cont.)

2.6.3 Applicant or Customer Deposit (cont.)

- F. Records of Deposits
 - 1. The Company will keep records to show:
 - a. The name and address of each depositor;
 - b. The amount and date of the deposit; and
 - c. Each transaction concerning the deposit.
 - 2. The Company will issue a receipt of deposit to each Applicant or Customer from whom a deposit is received and will provide means whereby a depositor may establish his claim if the receipt is lost.
 - 3. A record of each unclaimed deposit will be maintained for four (4) years, during which time the Company will make a reasonable effort to return the deposit.

G. Refund of Deposit:

1. If service is not connected or after disconnection of service, the Company will promptly and automatically refund the Customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premise to another within the service area of the Company shall not be deemed a disconnection where refund of the deposit is concerned.

2.6 <u>CUSTOMER RELATIONS</u> (cont.)

2.6.4 Payment for Service

A. A Customer shall be responsible for the payment of all charges for services and equipment furnished the Customer, including charges for services originated and/or charges accepted at the Customer telephone. Failure to receive a bill or disconnect notice does not relieve the Customer of the responsibility for payment provided the Company has followed procedures for proper Customer notification. The services or facilities furnished by the Company may be suspended for failure of the Customer to pay any sum due as set forth under Sections concerning discontinuance of service.

The Company will comply with the Commission's Minimum Telephone (T) Service Standards regarding subscriber bills, set forth in O.A.C. 4901:1-5-15.

(D)

2.6 <u>CUSTOMER RELATIONS</u> (cont.)

2.6.4 Payment for Service (cont.)

(D)

2.6 <u>CUSTOMER RELATIONS</u> (cont.)

2.6.4 Payment for Service (cont.)

B. Pro Rating of Charges

Charges for service normally furnished on a monthly basis (except those involving a minimum billing period) billed for periods in excess of, or less than, a billing month will be pro rated.

C. Suspended or Disconnected Service

- 1. Should service be suspended for nonpayment of charges, it will be restored only as provided for in this Tariff.
- When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Tariff.

D. Payment Arrangements

The Company may agree to a payment arrangement, whereby an outstanding bill will be paid after the due date of the bill, but before the due date of the next bill if a Customer so requests. Other payment arrangements may be agreed on depending upon individual circumstances. If the Customer does not fulfill the terms of such payment arrangements, the Company shall have the right to disconnect service.

(D)

(T)

E. Late Payment Charge

All charges are due on or before the due date set forth in the customer bill. The postmarked date of mailed remittances will be deemed the date of payment.

A late payment charge of \$2.00 or 1%, whichever is greater, remaining on any bill not paid by the 15th day after the bill is rendered will be assessed. A late payment charge 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.

Effective Date: January 15, 2002

2.6 <u>CUSTOMER RELATIONS</u> (cont.)

2.6.5 Allowance for Interruptions

The Company will comply with the Commission's Minimum Telephone Service (T) Standards regarding interruption of service, set forth in O.A.C, 4901:1-5-16, and found in Section 12 of this Tariff.

2.6.6 Adjustment of Charges for Overbilling and Underbilling

The Company will comply with the Commission's Minimum Telephone Service (T) Standards regarding overbilling and underbilling, set forth in O.A.C. 4901:1-5-16, and found in Section 12 of this Tariff.

2.6.7 Disputed Bills

A. In the event of a dispute between a Customer and the Company regarding any bill for utility service, the Company shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the Customer and, in the event the dispute is not resolved, shall inform the Customer of the complaint procedures of the Commission.

Issued Date: January 15, 2002

Effective Date: January 15, 2002

2.6 CUSTOMER RELATIONS (cont.)

2.6.7 Disputed Bills (cont.)

- В. A Customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute. The Customer is obligated to pay any billings not disputed. Undisputed amounts are subject to discontinuance of service.
- Any Customer or Applicant for service requesting the opportunity to dispute any C. action or determination of the Company under the Customer service rules as set out in the Company's Tariff shall be given an opportunity for a supervisory review by the Company. If the Company is unable to provide a supervisory review immediately following the Customer's request for such review, arrangements for the review shall be made for the earliest possible date. Service shall not be disconnected pending completion of the review. If the Customer chooses not to participate in such review or to make arrangements for such review to take place within thirty (30) days after requesting it, the Company may disconnect service, providing notice has been issued under standard disconnect procedures. Any Customer who is dissatisfied with the review by the Company will be informed of their right to file a complaint and/or request a hearing before the Commission. The results of the supervisory review must be provided in writing to the Customer within ten (10) days of the review.
- The Company will comply with the Commission's Minimum Telephone Service D. Standards regarding subscriber billing adjustments for local exchange service, set forth in O.A.C. 4901:1-5-16, and found in Section 12 of this Tariff.

(T)

2.7 LIABILITY OF THE COMPANY

2.7.1 Service Irregularities

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount of equivalent to the proportionate Local Service Charge to the Customer for the period of service during which such service irregularities occur and continue.

However, any such mistakes, mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in facilities furnished by the Company, which are caused or contributed to by the negligence or willful act of the Customer, Authorized User, or Joint User or which arise from the use of Customer provided premise equipment shall not result in the imposition of any liability whatsoever upon the Company.

The Company will comply with the Commission's Minimum Telephone Service

Standards regarding subscriber billing adjustments for local exchange service, set forth in O.A.C. 4901:1-5-16, and found in Section 12 of this Tariff.

2.7.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other Company or companies furnishing a portion of such service.

2.7.2 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the Customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof.

2.7.4 Defacement of Premise

The Company is not liable for any defacement or damage to the premise of a Customer resulting from the furnishing of service or the installation, attachment, or removal of the facilities furnished by the Company on such premise unless such damage is created by the Company's negligence or intentional actions.

(N)

2.8 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

2.8.1 General

Arrangements will be developed on a case-by-vase basis in response to bonafide requests from a Customer or Applicant to develop a competitive bid for a service offered under this Tariff. Rates quoted in response to such competitive requests maybe different than those specified for the services in this Tariff. ICB rates will be offered to the Customer or Applicant in writing and on a non-discriminatory basis. ICB rates and/or contracts will be filed with the Commission.

2.9 TEMPORARY PROMOTIONAL PROGRAMS

2.9.1 General

The Company may from time to time engage in special promotions of limited duration of its service offerings designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 95-845-TP-COI...

Issued Date: March 23, 2000 Effective Date: June 14, 2000

SECTION 3. SERVICE CHARGES

Following are basic descriptions, regulations and rates for application of service charges. Additional descriptions, regulations and rates specific to a geographic serving area may apply and may be found on the associated Price Lists.

(T) | |(T)

3.1 <u>DEFINITIONS</u>

3.1.1 Account

A Customer's record relating to his/her service or equipment billed to a telephone number. Service may be located on one (1) or more premise as long as it is part of his/her main telephone system and billed to the main telephone number.

3.1.2 Service Charge Elements

A. Service Order Charge

The Company's charge associated with the receipt, recording and processing of information in connection with a Customer's or Applicant's request for service to be provided to the same account, at the same time and on the same premise or continuous property.

B. Customer Premise Visit Charge

The Company's charge associated with a trip to the Customer/Applicant's premise to comply with the Customer/Applicant's request to establish service.

3.2 APPLICATION OF CHARGES

3.2.1 General

- A. Service Charges are in addition to other rates and charges normally applied under this Tariff, and are applicable for all services furnished to the Customer as indicated throughout.
- B. The Service Charges specified in this Tariff are intended to cover costs incurred by the Company to establish, add to, or to rearrange service as requested by the Customer.
- C. The Service Charges in this Section are applicable to work performed during normal working hours, on days of the week other than weekends or holidays. If the Customer requests that work be performed at hours outside of the normal business hours (9:00 a.m. to 5:00 p.m.) or business week (Monday Friday), or interrupts work once begun, an additional charge applies based on the additional costs incurred by the Company.

Issued Date: May 21, 2001

Effective Date: June 21, 2001

3.2 APPLICATION OF CHARGES (cont.)

3.2.1 General (cont.)

- D. Except as otherwise provided in this Section, all changes in location of customer's equipment or service from one (1) premise to another are treated as new service connections and the appropriate Service Charges will be applied.
- E. Payment of Service Charges may be required at the time of application for service, or upon presentation of a bill.
- F. Service Charges are not applicable for:
 - 1. Moves or changes required for normal maintenance and repair of the Company's service.
 - 2. Change or correction in billing name or address when there is not a change in responsibility and no connection, disconnection, move or change in the service.
 - 3. An upgrade or regrade of service for Company reasons.
 - 4. The connection of telephone sets or other terminal equipment when no line connection or central office access work is required.
 - 5. Telephone number changes for company reasons.
 - 6. When existing Customers disconnect their Local Exchange Access Service.
 - 7. Blocking access to 976 or like service, provided that the blocking is requested either at the time the telephone service is established at a new number or within sixty (60) days of the establishment of the service.

3.2 APPLICATION OF CHARGES (cont.)

3.2.2 Specific Application of Service Charges

A. Service Order Charges

- 1. Service Order Charges are applicable:
 - a. For requests to establish an account for initial connection of service.
 - For connection of additional local exchange access lines, private lines or detached access lines to an established service.
 - c. For changes and transfers of service involving a change in name and responsibility, except in the case of a surviving spouse who has established service.
 - d. For restoration of service disconnected for non-payment of telephone bills.
 - e. For subsequent requests for service, for restoration of service at the Customer's request, and for requests for change in class or grade of service.
 - f. For service ordered while that Customer has a pending service order and which requests services that cannot be included on the pending service order.
 - g. For additions, moves or changes of lines in the same building or in different buildings on the same premise.
 - h. For each telephone number changed at the Customer's request, including number changes to provide trunk hunting. No charge is applicable for a number change initiated by the Company.
 - i. For changes to a directory listing if a Customer requests this change more than once in a calendar year.
 - j. When two (2) or more segments of a local private line or detached access line are bridged in the central office. In this event, a Service Order Charge will apply for each segment of the affected line.

3.2 <u>APPLICATION OF CHARGES</u> (cont.)

3.2.2 Specific Application of Charges (Cont'd)

- B. Customer Premise Visit Charge
 - A Premise Visit Charge is applicable when a trip to the Customer's premise is required to complete work requested by a Customer, as shown on the related Service Order.
 - 2. Only one (1) Premise Visit Charge will apply in connection with the same service order.
 - 3. A Premise Visit Charge is not applicable to complete disconnection of service or a change in service or facilities initiated by the Company.

3.3 SCHEDULE OF SERVICE CHARGES

SCHEDULE (<u>/F SE</u>	RVICE CHARGES	Business	Residence
A.	Servi	ce Ordering Charge:		
	1.	For connecting a new or additional Central office lines, per Service Order Initial Order Subsequent Orders	\$11.00-\$60.78 \$9.00-\$27.05	\$9.85-\$46.90 \$7.95-\$23.95
	2.	For moving or changing existing Service and equipment or adding new Or additional service and equipment Other than central office lines, per Service Order	\$8.00-\$41.55	\$8.00-\$28.85
В.	Prem	uise Visit Charge – Business and Residen	tial	
,	1.	For premise visit associated with installation of service	First 15 minutes Additional 15 min	\$9.20-\$64.70 \$3.60-\$13.60

(D)

Issued Date: February 3, 2006 Effective Date: February 3, 2006

3.4 TERMINATION CHARGE

3.4.1 General

When a Customer cancels an order for service prior to the in-service date of the order, the Customer will be responsible for the service ordering charge as specified in Section 3.3. (A) (1). In addition, the Customer will be responsible for any specialized engineering costs incurred up to the order cancellation date. Specialized engineering costs are accessed only when unusual and non-customary circumstances are involved with a specific order. If specialized engineering costs are involved, the Customer will be made aware of such costs prior to the ordering of service. If a Customer terminates services prior to the expiration of a contract, the Customer will be responsible for charges within the minimum contract period or the rules of the Fresh Look provision.

3.5 RETURNED CHECK CHARGE

3.51 General

The Company will assess a charge for each instance where a check is returned or otherwise dishonored by a bank or equivalent business. Under appropriate circumstances, the Company may waive the dishonored check charge.

\$3.50-\$30.00 per occurrence

3.6 RESTORATION OF SERVICE CHARGE

3.6.1 General

When service is temporarily suspended for non-payment of charges, the service will be restored upon payment of past-due charges and a Restoration of Service Charge will be applied. Payment of the service charge is not required prior to the reconnection of service; however, all past-due charges must be paid prior to reconnection. If a premise visit is necessary, additional charges as listed in 3.3 (B) will apply.

Business

\$7.50-\$46.15 per occurrence

Residence

\$7.50-\$36.50 per occurrence

SECTION 4. LOCAL EXCHANGE SERVICE

4.1 LOCAL EXCHANGE RATES

4.1.1 General

Local Exchange Service is provided by means of station, wire, switching and other facilities, plant and equipment to enable the establishment of telephone communications between stations in the same or different serving area at monthly rates as set forth in this Section. The facilities, plant and equipment used to provide Local Exchange Service are also used in the furnishing of toll telephone services at rates applicable for such services.

Basic Service provides a Customer with a single, voice grade dial tone which allows unlimited local calls for one (1) flat monthly rate. Basic Service is provided with touch-tone as a standard feature. Basic Service is available with the features described in Section 6. The features are available individually or packaged in groups.

4.1.2 Base Rates*

		Business	<u>Residential</u>
Basic Service	Monthly Flat Rate	\$ 23.12-\$ 72.87	\$ 6.50-\$38.15
	Non-recurring	\$ 15.05-\$131.05	\$10.70-\$62.85

^{*}End User Access and E911 charges are in addition to the base rates for local service. These rates are specified in Sections 4.3. and 4.4. following.

4.1.3 Calling Areas

Local Calling areas that allow Customers to make calls without incurring long distance charges will mirror the serving exchange area and local calling areas as provided by the Incumbent Local Exchange Carrier, with the exception of the Columbus and Dayton metro areas. References to Dayton and Columbus are the Dayton and Columbus exchanges only. The exchanges where the Company is providing service are detailed in Section 1.

Exchange	Local Calling Area
Ada	Alger
	Bluffton (N)
	Dunkirk
	Findlay (N)
	Kenton (N)
	Lafayette
	Lima (N)
	Westminster (N)

Issued Date August 16, 2002

Effective Date: September 18, 2002

SECTION 4. LOCAL EXCHANGE SERVICE (cont.)

4.1.3 <u>CALLING AREAS</u> (cont.)

Exchange Local Calling Area

(D)

SECTION 4. LOCAL EXCHANGE SERVICE (cont.)

4.1.3 <u>CALLING AREAS</u> (cont.)

Exchange

Local Calling Area

Bellefontaine

Belle Center
DeGraff
East Liberty
Huntsville
Jackson Center
Mt. Victory
North Lewisburg

Ridgway
Rushsylvania
Russells Point
Waynesfield
West Liberty
West Mansfield

Issued Date: August 16, 2002

Effective Date: September 18, 2002

(D)

SECTION 4. LOCAL EXCHANGE SERVICE (cont.)

4.1.3 CALLING AREAS (cont.)

Exchange Local Calling Area

(D)

Issued Date: March 13, 2002

Effective Date: April 17, 2002

SECTION 4. LOCAL EXCHANGE SERVICE (cont.)

4.1.3 <u>CALLING AREAS</u> (cont.)

Exchange

Local Calling Area

(D)

(D)

Elida

Gomer

Delphos

Lima

Spencerville

(N)

Issued Date: March 13, 2002

Effective Date: April 17, 2002

SECTION 4. LOCAL EXCHANGE SERVICE (cont.)

4.1.3 <u>CALLING AREAS</u> (cont.)

Exchange Local Calling Area

(D)

(D)

Issued Date: March 13, 2002

4.1.3 <u>CALLING AREAS</u> (cont.)

Exchange

Local Calling Area

(D)

(D)

(D)

(D)

Huntsville

Belle Center

(N)

Bellefontaine

DeGraff

(N)

Russells Point

(D)

4.1.3 <u>CALLING AREAS</u> (cont.)

Exchange

Local Calling Area

(D)

(D)

(D)

Lima

Alger
Beaverdam
Bluffton
Buckland
Cairo
Cridersville
Delphos
Elida

Gomer Lafayette

Ada

Spencerville Venedocia Waynesfield Westminster

Vaughnsville

Issued Date: March 13, 2002

Effective Date: April 17, 2002

4.1.3 <u>CALLING AREAS</u> (cont.)

Exchange

Local Calling Area

(D)

4.1.3 <u>CALLING AREAS</u> (cont.)

Exchange Local Calling Area

(D)

(D)

Marysville

Magnetic Springs
Milford Center
Raymond
North Lewisburg
York Center
Woodstock

(D)

(D)

4.1.3 <u>CALLING AREAS</u> (cont.)

Exchange	Local Calling Area	
•		(D)
		(D)
		(D)
		` ,
Minster	Maria Stein New Bremen	
		(D)
		(D)
New Bremen	Minster St. Marys	
		(D)
		(D)
		(2)
		(D)

Issued Date: March 13, 2002

Effective Date: April 17, 2002

4.1.3 <u>CALLING AREAS</u> (cont.)

Exchange Local Calling Area

(D)

4.1.3 <u>CALLING AREAS</u> (cont.)

Exchange

Local Calling Area

(D)

(D)

(D)

(D)

(D)

(D)

(D)

Sidney

Anna

Botkins

DeGraff *

(N)

Fort Loramie

Jackson Center

Rosewood *

(N)

Versailles *

(N)

(D)

* Effective April 24, 2002

Issued Date: March 13, 2002

Effective Date: April 17, 2002

4.1.3 <u>CALLING AREAS</u> (cont.)

Exchange

Local Calling Area

St. Marys

(D)

Celina

New Bremen

Tipp City

Christiansburg New Carlisle

Troy

Dayton

PUCO Tariff No. 1 Second Revised Page 70 Replaces First Revised Page 70

SECTION 4. LOCAL EXCHANGE SERVICE (cont.)

4.1.3 CALLING AREAS (cont.)

Exchange

Local Calling Area

Waynesfield	(N)	Alger
•	(N)	Belle Center
	(N)	Bellefontaine
	(N)	Jackson Center
	(N)	Kenton
		Lima
	(N)	Russells Point
	(N)	Wapakoneta
		Westminster

4.1.3 <u>CALLING AREAS</u> (cont.)

Exchange

Local Calling Area

(D)

TSC Communications, Inc. 2 Willipie Street Wapakoneta, Ohio 45895 PUCO Tariff No. 1 First Revised Page 71A Replaces Original Page 71A

SECTION 4. LOCAL EXCHANGE SERVICE (cont.)

(D)

(N)

4.1.4 <u>Direct Inward Dial Trunks (DID)</u>

DID service permits calls incoming to PBX or other CPE from the network to reach a specific line number without the assistance of an attendant. The service includes central office switching equipment necessary for in dialing from the network directly to station lines associated with the customer CPE. The service must be provided on all trunks in a group arranged for DID. One primary directory listing will be furnished, without charge, for each separate trunk group. The customer shall be responsible for providing interception to calls to vacant

or non-working assigned DID number. DID numbers are provided in blocks consisting of a minimum of 20 consecutive numbers, unless specified otherwise.

(N)

Central Office Line Termination, per trunk	Monthly	\$10.00 -\$ 58.15
(R)	Non Rec.	\$15.00-\$314.85
Each Group of 20 numbers, per month	Monthly	\$ 1.73 -\$ 5.87
-	Non-Rec.	\$87.10-\$294.50
Additional groups of 20 number, per group	Monthly	\$ 1.73 -\$ 5.87
• • • • • • • • • • • • • • • • • • • •	Non-Rec.	\$10.00 -\$ 54.20

4.1.4 Trunk Hunting

Trunk hunting is a combination of two or more individual lines connected to the same central office so that calls to the listed number overflow to the next available line if the listed number is available. The monthly rate for trunk hunting applies to each line in addition to the regular individual lines. Residential trunk hunting is limited to 10 telephone numbers. For groups of numbers greater than that business trunk hunting rates will apply.

Trunk hunting – Residential - \$2.50-\$27.50 Trunk hunting – Business - \$2.50-\$27.50

(N)

4.2 VERIFICATION AND EMERGENCY INTERRUPT SERVICE

4.2.1 General

A. Verification

- 1. The Company furnishes Verification Service for the purpose of aiding Customers with legitimate call completion problems. Upon request the operator will verify and provide the line status condition of a local Customer line.
- 2. A Customer-originated request for verification of a local number other than an emergency agency number is a chargeable verification request. No charge applies if the line is out of order.

B. Emergency Interrupt Service

- The Company furnishes Emergency Interrupt Service when a Customer who has originated a verification request to a line which has been found to be busy informs the operator that an urgent or emergency situation exists and requests that the operator have the busy line cleared.
- A Customer-originated request for emergency interrupt to a local number other than an emergency agency number is a chargeable Emergency Interrupt Service.
- 3. The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

4.2.2 Rates

- A. No charge will apply if the requesting Customer states that the call is to or from an official public emergency agency. An official public emergency agency is defined as a government agency which is operated by the federal, state or local government, and has the capability and legal authority to provide prompt and direct aid to the public in emergency situations. Such agencies include the local police, state police, fire department, etc.
- B. Charges may not be billed on a collect basis or on a third number basis to the number being verified or interrupted.

4.2 VERIFICATION AND EMERGENCY INTERRUPT SERVICE (cont.)

4.2.2 Rates (cont.)

C. If the number verified is not in use, or as a result of the interrupt the line is cleared, and, at the calling party's request, the operator completes the call, then charges for Operator Assisted Local Calls as defined in Section 6 of this Tariff will apply. The operator assist charge will apply in addition to the Verification and Emergency Interrupt Charges.

Nonrecurring Charge

1.	Verification Request, ea	c h	Residential Business	\$0.27-\$1.47 \$0.27-\$1.47

2. Emergency Interrupt Request, each

Residential	\$0.22-\$1.82
Business	\$0.22-\$1.82

4.3

(D)

(D)

[Reserved for Future Use]

4.4 **E911 SERVICE**

Enhanced 911 Service (E911) is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) may receive telephone calls dialed to the telephone number 911. A monthly charge applies per line or trunk for the provision of E911 in counties equipped with E911 service. The charges for E911 are in addition to the base rates for local service as defined in Section 4.1.2. Rates for E911 are dependent upon the location of the Customer and are determined as follows:

Monthly Recurring

Ameritech ILEC exchanges GTE ILEC exchanges Sprint ILEC exchanges \$0.12 per line/trunk \$0.24 per line/trunk \$0.20 per line/trunk

Issued Date: March 23, 2000

Effective Date: June 14, 2000

SECTION 5. DIRECTORY PUBLICATION AND USE

Following are basic descriptions, regulations and rates for this Service. Additional descriptions, regulations and rates specific to a geographic serving area may apply and may be found on the associated Price Lists.

5.1 **DIRECTORY** LISTINGS

5.1.1 Provision of Directory Listings

- A. For each Customer of Company provided Local Exchange Service, the Company will arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Company in the area at no additional charge.
- B. At a Customer's option, the Company will arrange for additional listings at the rates set forth in this Tariff. (see Section 5.1.7 for rates and charges)
- C. Listings are regularly provided in connection with all classes of exchange service unless the Customer subscribes to Non-Published Number Service or non-listed Telephone Number Service.
- D. Directory listings are provided to aid in the use of telephone service through the identification of Customers' telephone numbers.
- E. The contract period for directory listings where the primary or additional listing appears in the directory is the directory period.

5.1.2 Primary Directory Listings

Number of Listings Provided Without Charge

Except as provided in this Tariff, one (1) primary listing is provided without extra charge for each main service or for the first number in a group, when two (2) or more main station lines are consecutively operated.

A. The Company provides for a single directory listing in the alphabetical (white) section of the directory published by the dominant exchange service provider in the Customer's exchange area and the local directory assistance database free of charge upon initiation of basic local exchange service. Rules and regulations governing the provisioning of directory listings apply as specified in the dominant local exchange tariffs.

SECTION 5. DIRECTORY PUBLICATION AND USE (cont.)

5.1 **DIRECTORY LISTINGS** (cont.)

5.1.3 Additional Directory Listings

General

- 1. Charges for additional listings begin on the date the information records are posted and are payable monthly in advance.
- 2. Additional listing charges are automatically discontinued upon termination of the main service.

5.1.4 Non-Published Telephone Number Service

General

- 1. Non-Published Telephone Number Service provides for the omission or deletion of a Customer's telephone number listing from the directory and is not provided upon request from a directory assistance operator.
- 2. In the absence of gross negligence or willful misconduct, the Company assumes no liability for publishing a non-published telephone number. Where such number is published in the directory, the Company's liability shall be limited to a refund of the Company's monthly charges applicable to Non-Published Telephone Number Service.
- 3. The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a non-published telephone number upon request, or by the publication of a number of a nonpublished telephone number in the telephone directory, or disclosing of such number to any person.
- 4. The rate for Non-Published Telephone Number Service does not apply to:
 - additional service furnished to the same Customer who has other service listed in the directory at the same address.
 - a Customer living in a hotel, hospital, retirement complex, apartment house, boarding house, or club if the Customer is listed under the telephone number of the Private Branch Exchange, Centrex or Paystation Service furnished to such establishments.

service which is installed for a temporary period.

Issued Date: March 23, 2000 Effective Date: June 14, 2000

SECTION 5. DIRECTORY PUBLICATION AND USE (cont.)

5.1 <u>DIRECTORY LISTINGS</u> (cont.)

5.1.4 Non-Published Telephone Number Service (Cont.'d)

5. A Customer residing in an E911 Service district forfeits the privacy afforded by Non-Published Telephone Number Service to the extent that the Customer's name, telephone number and the address associated with the service location are furnished to the E911 service administrator, E911 public safety answering point (PSAP) or E911 service database.

5.1.5 Non-listed Telephone Number Service

- A. A non-listed telephone number is one for which no listing appears in the alphabetical section of the directory. The number is listed in the information records and is given out upon request.
- B. A Service Connection Charge, as stated in Section 5.3 of this Tariff, applies to the establishment or change of non-listed telephone numbers.

5.1.6 Liability For Directory Listing Service

A. General

The Company will comply with the Commission's Minimum Telephone Service (C) Standards regarding omission of a subscriber's listing from the white pages of the telephone directory or the listing of an incorrect telephone number, set forth in O.A.C. 4901:1-5-16, and found in Section 12 of this Tariff. (C)

Issued Date: January 15, 2002

Effective Date: January 15, 2002

5.1 <u>DIRECTORY LISTINGS</u> (cont.)

5.1.7 Rates and Charges

A. Recurring Monthly Rat	e
--------------------------	---

Primary Service Listing		No Charge
Additional Listings	Residential Business	\$0.45-\$2.20 \$0.90-\$4.80
Non-Published Teleph		40.50 4.100
Number Service		\$0.55-\$2.75
Non-listed Telephone		የ ለ ፍር ቀ1 የለ
Number Service		\$0.55-\$1.80
Non-recurring Charge	es	\$7.25-\$23.25

B. Non-recurring Charges

Non-recurring charges apply for additions and changes in directory listings. For all orders to establish or change non-published or non-listed numbers a non-recurring charge applies as listed above.

When directory listings are ordered at the same time as the initial installation of local access line service no additional non-recurring charges will be applied for the directory listing(s).

5.2 PROVISION AND OWNERSHIP OF DIRECTORIES

A. One copy of local directories shall be distributed per access line, without charge. Additional directories including replacement of mutilated or destroyed directories will be furnished at the discretion of the Company at a reasonable rate.

B. Telephone directories shall be issued approximately every twelve (12) months. The Company issues directories to assist in furnishing prompt and efficient service. The Company does not guarantee to its Customers correct listings therein. Every precaution is taken to prevent errors in, and omissions of, directory listings. The Company's liability for damages arising from errors or omissions in making up or printing of its directories is addressed in Section 5.1.6 of this Tariff.

Following are basic descriptions, regulations and rates for this Service. Additional descriptions, regulations and rates specific to a geographic serving area may apply and may be found on the associated Price Lists.

6.1 LOCAL DIRECTORY ASSISTANCE SERVICE

6.1.1 General

- A. Local directory assistance service is furnished to Customers who request assistance in determining directory information.
- B. No charge applies to visually handicapped or physically handicapped individuals who present a certificate signed by a physician or issued by an agency recognized by the State having the authority to certify the existence of such handicaps.
- C. No credit will be given for any unused portion of the call allowance. No credit will be given for requested listings that are unpublished or unlisted. No credit will be given for requested listings that are not found in the Company's directory assistance records.
- D. Call allowances are not transferable between separately billed accounts of the same Customer.

6.1.2 Rates and Charges

Customer Direct Dials \$0.20-\$1.15, per call

Customer Places Call \$0.40-\$1.70, per call

via operator \$0.40-\$1.70, per call

(N)

(N)

6.11 NATIONAL DIRECTORY ASSISTANCE

6.11.1 General

A. The rates set forth below apply when customers dial "1-411" and request assistance in determining telephone numbers of individuals or businesses that are located outside the "419" area code.

6.11.2 Rates and Charges

Customer Dials ' (N) \$0.20-\$1.90, per call

Issued Date: October 24, 2001 Effective Date: October 24, 2001

6.2 <u>TOLL RESTRICTION SERVICE</u>

6.2.1 General

- A. Toll Restriction Service is an optional service that prevents the origination of unauthorized toll calls from a Customer's line, by means of blocking at the Company's central office.
- B. This arrangement denies all outgoing calls starting with the digit "1" or "0".
- C. All local calls will be permitted from the Customer's line.
- D. All local calls to directory assistance will be permitted, except those that require 1+ or 0+ dialing.
- E. This service will not block all toll calls a Customer might make or receive, such as collect calls and/or long distance calls placed by dialing digits other than "1".
- F. The Customer accepts full responsibility for denial of access to the toll network.
- G. The Customer accepts full responsibility for collect calls and/or long distance calls placed by dialing digits other than "1" or "0".
- H. The Customer holds the Company harmless from any and all liabilities and/or damages which may be alleged or incurred by the use of toll restriction, acceptance of collect calls, and/or long distance calls placed by dialing digits other than "1" or "0".
- I. This service is available only where facilities permit.

Residential	Non-Recurring Monthly	\$6.00-\$24.00 \$2.00-\$ 6.00	
Business	Non-Recurring Monthly	\$6.00-\$42.00 \$4.00-\$73.80	(R)

Issued Date: May 21, 2001

Effective Date: June 21, 2001

6.3 TRADITIONAL LOCAL OPERATOR SERVICE

6.3.1 Operator Assisted Charges

- A. All types of Local Exchange Service have local calling areas as specified in Section 4 of this Tariff which are the areas that can be called on a flat rate basis (no charge for individual calls) or on a local coin call rate basis.
- B. Local dial call: The call must be dialed and completed without the assistance of an operator and must be billed to the originating telephone when a charge is applied.
- C. Operator dialed: The Customer places the call without dialing the designated number, although the capability to do it himself exists. The Customer will dial "0" for local calls and then requests the operator to dial to a called station or person.
- D. The following Service Charges for operator assisted local calls apply in addition to the local dial rate applicable.
 - Station-to-Station Customer dialed or operator assisted calls. Station
 to Station refers to calls other than person to person, calls billed
 collect, or to a third party number. Calls may be completed with or
 without operator assistance.

\$0.55-\$2.05, per call

2. Person-to-person operator assisted local call. These calls are completed with the assistance of an operator to a particular person, rather than a station, department, or PBX extension. The person is specified by the calling party. Calls may be billed to the calling station, collect or third party number.

\$1.50-\$5.00, per call

Issued Date: March 23, 2000

Effective Date: June 14, 2000

6.3 TRADITIONAL LOCAL OPERATOR SERVICE (cont.)

6.3.1 Operator Assisted Charges (cont.)

- E. Service Charges do not apply for the following Operator Assisted Local Calls:
 - 1. Calls to designated Company numbers for official telephone business;
 - 2. Emergency calls to recognizable authorized civil agencies; or
 - 3. Those cases where an operator provides assistance to:
 - a. Re-establish a call that has been interrupted after the calling number has been reached;
 - b. Reach the calling telephone number where Company-provided facility problems prevent customer dial completion; or
 - c. Place a sent-paid call for a calling party who identifies himself/herself as being handicapped and unable to dial the call because of his/her handicap.

6.4 <u>CALL MANAGEMENT SERVICES</u>

6.4.1 Description and Rates of Features (Business and Residential)

Call Management features are detailed below for both business and residential customers available to Subscribers of basic line services. Listed below are descriptions of each service and the monthly or per call rates. Non-recurring charges are listed in Section 6.4.4.

1. Anonymous Call Rejection - \$0.95-\$4.50, per month

Anonymous Call Rejection allows Subscribers to automatically stop certain calls from ringing their phones. Calls would be those that the calling party did not send the calling number and would have been shown as "private" on the Caller ID unit. The calling party will hear a recording, "We're sorry, the party you've reached is not accepting private calls. To make your call, hang up and dial *82 (cancels anonymous call) and redial." The caller is only able to reach the Customer without restricting the transmission of the calling number.

2. Call Forwarding Busy Line - \$0.95-\$6.00, per month

(R)

(R)

Call Forwarding Busy Line allows calls to be transferred automatically to a pre-designated telephone number when the line is busy.

3. Call Forwarding Don't Answer - \$0.95-\$5.25, per month

(R)

Call Forwarding Don't Answer allows calls to be transferred automatically to a pre-designated telephone number when the line is unanswered.

4. Call Forwarding Multi-path - \$2.40-\$7.20, per month

Call Forwarding Multi-path allows the Customer to specify the number of simultaneous calls to transfer automatically to the forwarding number.

5. Call Forwarding Variable - \$2.00-\$6.00, per month

Call Forwarding Variable enables a Customer to automatically divert all incoming calls to another telephone number.

6. Calling Number Delivery (Caller ID Basic) - \$3.25-\$10.25, per month

Calling Number Delivery will enable the Customer to receive the time, the date and calling number on an incoming call. The number will be delivered to the called party's CPE in the interval between the first and second ring. Call blocking may be utilized as described in 6.4.1 (8).

Issued Date: May 21, 2001

Effective Date: June 21, 2001

6.4 <u>CALL MANAGEMENT SERVICES</u> (cont.)

6.4.1 Description of Features (cont.)

7. Calling Name and Number (Caller ID Deluxe) – \$4.50-\$14.00, per month

Calling Name and Number Delivery will enable the Customer to receive the name of the caller, the time, the date and the calling number on an incoming call. The name and number will be delivered to the called party's CPR in the interval between the first and second ring. The displayed name is the name associated with the calling party number. Call blocking may be utilized as described in 6.4.1 (8).

8. Calling Number Delivery Blocking (Call Block) - no charge

Calling Number Delivery Blocking will allow the calling party to suppress a directory number such that the called party with Calling Number Delivery does not receive the information. The called party will receive a "private" message instead of the calling party's directory number.

Two options for Calling Number Delivery Blocking are available:

- a. Per call Blocking no charge
 - Customers utilize an activation code on a per call basis to prevent the disclosure of the calling party's directory number. Use of the activation code prevent the number display on the ensuing call only and does not prevent the calling number from display on subsequent calls. The activation code must be utilized on each call.
- b. Subscription per line Blocking \$0.00-\$4.00 (published subscribers only) Subscription per line blocking is applicable on all outgoing calls placed from the Subscriber's line. (Non-recurring charges will be applied as follows for Subscriber's requesting the blocking service after initial enrollment period)

Non-Published Listing Customers:

No charges (monthly or non-recurring) will assessed if the per line blocking is requested at the enrollment of the non-published service. A non-recurring charge of \$0-\$12.00 will be assessed if per line blocking is requested after 90 days of the enrollment of non-published service, and at the time of enrollment for all published customers.

6.4 <u>CALL MANAGEMENT SERVICES</u> (cont.)

6.4.1 Description of Features (Cont'd)

Non-Listed and Published Customers: \$0-\$12.00, non-recurring fee

9. Call Return - \$0.71-\$1.50, per attempt - \$2.00-\$6.00, per month

(R)

Call return allows a Customer to have a call set up performed automatically to the calling party of the last incoming call, whether or not it was answered. Call Return is also available on a per call basis. This feature is available on a universal basis to Customers and can be utilized by Customers on a per attempt basis. Customers also have the option to subscribe to the feature on a monthly basis at a flat rate with no per/attempt charges added. When offered on a universal basis, the Customer may request removal of access to this feature at no additional charge.

10. Call Return Blocking - no charge

Call return blocking prohibits a customer who subscribes to Call Return from returning a call by activating the Call Return code. This feature and the options are detailed in Section 6.4.1. (8).

11. Call Waiting - \$2.38-\$7.50, per month

(R)

Call Waiting provides a burst of tone to inform a station user with a call already in progress that another call is waiting to be answered.

12. Customer Control of Call Forwarding- \$0.75-\$4.75, per month

(I)

Customer Control of Call Forwarding allows the Customer to activate and deactivate Call Forwarding features.

13. Customer-Originated Trace (Call Tracing) - \$0.50-\$4.00, per each successful

Customer-Originated Trace is an optional service, available upon Customer request, that allows the Customer to initiate a trace of the last incoming call. The customer must dial a company-designated code before another call or call-waiting tone is received by the Customer. A recording will indicate if the trace was successful. If the Customer desires for the retention of the trace record, the Customer must contact the Company within five business days. Call trace is available where facilities permit. The results of the trace may not be provided directly to the Customer initiating the trace.

(R)

SECTION 6. MISCELLANEOUS SERVICE ARRANGEMENTS (cont.)

6.4 <u>CALL MANAGEMENT SERVICES</u> (cont.)

6.4.1 Description of Features (cont.

14. Preferred Call Forwarding - \$1.85-\$5.55, per month

Preferred Call Forwarding allows the Customer to forward calls from a list of up to six (6) telephone numbers. Forwarded calls are limited to just the telephone numbers on the list.

15. Remote Access to Call Forwarding Variable - \$1.19-\$5.55, per month

Remote Access to Call Forwarding Variable allows the capability of activating and deactivating Call Forwarding features from locations other than the base telephone.

16. Remote Call Forwarding-\$18.00-\$54.00, per month

Remote Call Forwarding allows the Customer to establish a local presence in distant areas.

17. Repeat Dialing - \$0.35-\$1.10 per call or \$2.00-\$6.00 per month

Repeat Dialing dials the last outgoing number and continues dialing a number where the line is busy or there is no answer. Repeat Dialing is also available on a per use or per month basis. This service may also be used to recall a party after the conversation has been terminated. This service is offered universally or on a Subscription method. Customers utilizing the service on a universal basis will pay a per call fee. Customers subscribing to a monthly service will be charged a per month fee and the feature may be used in unlimited manner. Where offered on a universal basis, the Customer may request removal of the feature at no additional cost.

18. Selective Call Acceptance – \$2.40-\$8.80 per month

Selective Call Acceptance provides the customer with a method to accept calls from certain numbers only. The customer selects it's incoming call acceptance list and all incoming calls are checked against the list.

19. Selective Call Rejection – \$2.40-\$8.80 per month

Selective Call Rejection provides the Customer with a method of blocking calls from certain numbers. The Customer may set up a pre-determined group of numbers or place them in the rejection list after receiving a call.

Issued Date: May 21, 2001 Effective Date: June 21, 2001

6.4 <u>CALL MANAGEMENT SERVICES</u> (cont.)

6.4.1 Description of Features (cont.)

20. Distinctive Ring

This feature allows one (1) or two (2) additional telephone number(s) with a distinctive ring to be added to the existing line. If the Customer is using the phone and one of the selected numbers designated for distinctive ringing comes through, a distinctive call waiting signal is received.

1st Ring - \$2.00-\$11.90 per month 2nd Ring - \$1.95-\$9.85 per month

21. Speed Calling (8) - \$0.71-\$8.30 per month

(R)

Speed Calling 8 enables Customer to call a list of up to eight (8) preselected telephone numbers by dialing a two (2) digit code.

(R)

22. Speed Calling (30) - \$1.19-\$10.20 per month

Speed Calling 30 enables a Customer to call a list of up to thirty (30) preselected telephone numbers by dialing a two (2) digit code.

(R)

23. Three Way Calling - \$0.71-\$1.75 per use or \$1.19-\$6.00 per month

Three Way Calling allows a Customer to add a third party to an existing call, enabling a simultaneous conference between parties at multiple locations.

Direct Inward Dialing for PBX Systems –

\$12.50-\$37.50, per month - \$12.45-\$36.90 non-recurring

Direct Inward Dialing feature transmits the dialed digits for all incoming calls allowing the Customer or Company provided PBX equipment to route incoming calls directly to individual stations corresponding to each individual DID telephone number.

25. Direct Outward Dial for PBX Systems

\$12.50-\$37.50, per month - \$12.45-\$36.90 non-recurring

Direct Outward Dial feature transmits the dialed digits for all outbound external calls allowing outbound calls to be placed without attendant assistance.

Issued Date: May 21, 2001

Effective Date: June 21, 2001

6.4 CALL MANAGEMENT SERVICES (cont.)

(D)

6.4.2 Discounts for Multiple Features (applies to both business and residential)

Customers may package call features to meet their specific requirements. Packaging of features subscribed to on a month basis qualifies the Customer for monthly discounts as specified in the following table. Applicable services are listed in 6.4.3.

Monthly Credit Allowance for Advanced Features			
2 features	\$0.65-\$1.90 per month		
3 features	\$1.50-\$4.50 per month		
4 features	\$2.35-\$7.10 per month		
5 features	\$3.25-\$9.75 per month		
6 features	\$4.25-\$12.50 per month		
7 features	\$5.00-\$15.00 per month		
8 features	\$5.85-\$17.60 per month		

6.4.3 Advanced Features that qualify for discount structure are:

The following advanced features subscribed to on a month basis qualify for the discount structure listed above.

Anonymous Call Rejection
Calling Number Delivery
Calling Name and Number
Distinctive Ringing
Do Not Disturb
Priority Ringing
Repeat Dialing
Selective Call Acceptance
Selective Call Rejection
Selective Call Forwarding

6.4.4 Non-Recurring Charges for Call Management Features

Rates below apply to both Residential and Business Customers. The non-recurring charge applies per feature with the exception of Distinctive Ring and Speed Dial features which are listed and applied separately.)

Feature Instali:

\$3.70-\$30.00

-(1)

Distinctive Ring

\$9.25-\$27.75

Speed Dial 8 or 30

\$5.35-\$16.10

(R)

(D)

Issued Date: May 21, 2001

Effective Date: June 21, 2001

TSC Communications, Inc. 2 Willipie Street Wapakoneta, Ohio 45895 PUCO Tariff No. 1 First Revised Page 88A Replaces Original Page 88A

SECTION 6A

(D)

SECTION 6B. FOREIGN EXCHANGE SERVICE

Foreign Exchange Service

Between Cridersville and Buckland

(T)

TSC Communications, Inc. ("TSC") Foreign Exchange ("FX") Service is furnished interlate by TSC between the Cridersville and Buckland, Ohio exchanges. The scope of local service for, and the toll rates to and from, services connected for foreign exchange service are in accordance with the tariff provisions of the exchange area from which the service is furnished.

The monthly access line charge(s) and service connection charges found within Section 4 of this Tariff apply, in addition to the transport rates set forth below. Subsequent move and change charges associated with the service are those applicable in the exchange areas in which the customer is located.

The customer may order the service in Cridersville with a Buckland exchange telephone number or may order the service in Buckland with a Cridersville exchange telephone number. The monthly and non-recurring rates for FX Service are the same in either instance. The following transport rates will apply in addition to applicable line rates:

	Rate	Min. – Max.
Business and Residence Rate	\$ 8.75	\$ 5.00 - \$15.00
Trunk Rate	\$13.23	10.00 - 20.00

Between St. Marys and Cridersville

(N)

TSC Communications, Inc. ("TSC") Foreign Exchange ("FX") Service is furnished by TSC between its St. Marys and Cridersville exchanges. The scope of local service for, and the toll rates to and from, services connected for foreign exchange service are in accordance with the tariff provisions of the exchange area from which the service is furnished.

The monthly access line charge(s) and service connection charges found within Section 4 of this Tariff apply, in addition to the transport rates set forth below. Subsequent move and change charges associated with the service are those applicable in the exchange areas in which the customer is located.

The customer may order the service in St. Marys with a Cridersville exchange telephone number or may order the service in Cridersville with a St. Marys exchange telephone number. The monthly and non-recurring rates for FX Service are the same in either instance. The following transport rates will apply in addition to applicable line rates:

	Rate	Min. – Max.
Business and Residence Rate	\$23.00	\$15.00 - \$35.00

(N)

Issued Date:

Effective Date:

7.1 CONNECTION ON CUSTOMER PREMISE

7.1.1 General

Terminal equipment, inside wiring and/or communications systems may be connected at the Customer's premise to facilities furnished by the Company for telecommunications services, subject to the conditions and rates set forth in this Section and as otherwise provided in these Tariffs.

7.1.2 Responsibility of the Company

- The Company shall not be responsible for the installation, operation or A. maintenance of any Customer-provided terminal equipment, inside wiring or communications system. Telecommunications Services are not represented as adapted to the use of all types of terminal equipment or communications systems. Where terminal equipment or communication systems are used with Telecommunications Services, the responsibility of the Company shall be limited to the furnishing of service components suitable for Telecommunications Services and to the design, maintenance and operation of service components in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in, such transmission, (2) the reception of signals by terminal equipment or communications systems, or (3) address signaling where such signaling is performed by signaling equipment.
- B. At the Customer's request the Company will provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line, needed to permit terminal equipment to operate in a manner compatible with Telecommunications Services.
- C. The Company may make changes in its Telecommunications Service, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the FCC rules. If such changes can be reasonably expected to render any Customer's terminal equipment incompatible with Telecommunications Service, require modification or alteration of such premises equipment, or otherwise materially affect its use or performance, the Customer will be given adequate notice at least thirty (30) days in advance, in writing, to allow the Customer an opportunity to maintain uninterrupted service.

7.1 <u>CONNECTION ON CUSTOMER PREMISE</u> (cont.)

7.1.2 Responsibility of the Company (Cont'd)

D. The Company shall not be responsible to the Customer if such changes, which are not inconsistent with Part 68 of the FCC Rules and Regulations, renders the Customer-provided terminal equipment, protective circuitry, or communications systems obsolete or require modification or alteration of such equipment.

7.1.3 Liability of the Company

- A. The Company will not be responsible for any loss, damage or any impairment or failure of service arising from, or in connection with, the use of terminal equipment.
- B. The Company will not be liable for damages arising out of injuries to persons or property caused by the Customer-provided terminal equipment from voltages or currents transmitted over the facilities of the Company.

7.1.4 Responsibility of the Customer

- A. Upon request of the Company, the Customer shall give proper notice of intention to the Company when connection of terminal equipment or protective circuitry is made. The Customer also shall provide to the Company the line(s) to which such connection is to be made, the FCC Registration Number and the Ringer Equivalence of the registered terminal equipment or registered protective circuitry, so as to comply with the FCC Rules and Regulations.
- B. The operating characteristics of Customer-provided terminal equipment, inside wiring or communications systems shall be such as to not interfere with any of the services offered by the Company, and shall conform to the network protection criteria set forth in this Section. In addition, terminal equipment and facilities shall be operated within the limits set forth below:
 - 1. The safety of Company employees or the public cannot be endangered.
 - 2. Operation of the equipment and facilities cannot damage, require change in, or alteration of, the equipment or other facilities of the Company.
 - 3. No interference with the proper functioning of Company equipment or facilities.

7.1 <u>CONNECTION ON CUSTOMER PREMISE</u> (cont.)

7.1.4 Responsibility of the Customer

- 4. The operation of the equipment and facilities cannot impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services.
- C. Upon suitable notification to the Customer, the Company may make such tests and inspections as may be necessary to determine that the above requirements are being fulfilled in connection with the installation, operation and maintenance of Customer-owned facilities or equipment. The Company may interrupt the connection if at any time such action should become necessary in order to protect any of its services because of departure from these requirements.
- D. Upon notice from the Company that the terminal equipment of the Customer is causing or is likely to cause hazard or interference, the Customer shall make such changes as may be necessary to remove or prevent such hazard or interference, and shall confirm in writing to the Company within ten (10) days following receipt of notice from the Company that such changes have been made. When immediate action is required to protect the Company's facilities from hazards caused by terminal equipment, the Company may immediately take such action as is necessary without prior notice to the Customer. As soon as possible after such action is taken, the Company will inform the Customer of the nature of the hazard and the type of remedial action taken. Failure of the Customer to remove the hazard or make remedial changes in the terminal equipment or to give the required written confirmation to the Company shall result in suspension of the Customer's service until such time as the Customer complies with the provisions of this Tariff.
- E. The Customer indemnifies and saves the Company harmless against claims for infringements of patents arising from combining terminal equipment used in connections with facilities of the Company.

7.1.5 Connection at Hazardous or Inaccessible Locations

Terminal equipment and facilities which serve a location which the Company considers impractical to serve because of hazard or inaccessibility may be used or connected with facilities of the Company for Telecommunications Service through connecting equipment furnished by the Company.

Issued Date: March 23, 2000 Effective Date: June 14, 2000

7.1 <u>CONNECTION ON CUSTOMER PREMISE</u> (cont.)

7.1.6 Connections of Registered Equipment

A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems

Registered terminal equipment, protective circuitry, and communications systems may be directly connected at the Customer's premise to the telecommunications network, subject to Part 68 of the FCC Rules, and the provisions of this Tariff.

- 1. All combinations of registered equipment and associated non-registered terminal equipment (including but not limited to wiring) shall be installed, operated and maintained so that the requirements of Part 68 of the FCC Rules are continually satisfied. The Company may discontinue service or impose other remedies as provided for in Part 68 for failure to comply with these provisions.
- B. Premise Wiring Associated With Registered Communications Systems
 - Protected premise wiring requiring acceptance testing for imbalance is premise wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages to the Company's facilities.
 - 3. Unprotected premise wiring is all other premise wiring.
 - a. Customers who intend to connect premise wiring other than fully-protected premise wiring to the telephone network shall give advance notice to the Company and comply with the procedures specified in Part 68 of the FCC Rules, or as otherwise authorized by the FCC.

7.1 <u>CONNECTION ON CUSTOMER PREMISE</u> (cont.)

7.1.6 Connections of Registered Equipment (Cont'd)

- 4. The Company may invoke extraordinary procedures as specified in Part 68 of the FCC Rules where one or more of the following conditions are present:
 - a. Information provided in the installation supervisor's affidavit gives reason to believe that a violation of Part 68 is likely.
 - b. A failure has occurred during acceptance testing for imbalance; or
 - c. Harm has occurred and there is reason to believe that this harm was a result of wiring operations performed under Part 68.
- 5. In addition, the Company may monitor or participate in acceptance testing for imbalance, or may inspect other than fully-protected premises wiring installations as set forth in Part 68 of the FCC Rules.

C. Connections Involving National Defense and Security

In certain cases, Part 68 of the FCC Rules permits the connection of unregistered terminal equipment or communications systems to the telecommunications network, provided that the Secretary of Defense, the head of any other governmental department (having requisite FCC approval), or their authorized representative certifies in writing to the Company that:

- 1. The connection is required in the interest of national defense and security;
- 2. The equipment to be connected either complies with the technical requirements of Part 68 or will not cause harm to the telecommunications network or Company employees; and
- 2. The work is supervised by an installation supervisor who meets the qualifications stated in Part 68.

7.2 RECORDING OF TWO-WAY TELEPHONE CONVERSATIONS

7.2.1 General

- A. Telecommunications Services are not represented as adapted to the recording of two-way telephone conversations. However, voice recording equipment may be directly, acoustically or inductively connected with telecommunications services consistent with state and federal regulations.
- B. The voice recording equipment shall be so arranged that, at the will of the user, it can be physically connected to and disconnected from the services of the Company or switched on and off.
- C. The Federal Communications Commission has established exceptions to these requirements in cases of recording of: calls to and from emergency numbers involving health, safety, police, public utilities and road service; calls made by the U.S. Department of Defense Emergency Command Centers and U.S. Nuclear Regulatory Commission Operations Centers; calls made from patently unlawful purposes (such as bomb threats, kidnap ransom requests and obscene telephone calls); calls made by the U.S. Secret Service concerning Presidential security; and calls made by law enforcement or intelligence authorities acting under color of law.
- D. The Telephone Company will comply with all state and federal regulations in regard to the recording to two-way telephone conversations. A copy of federal and state policies will be available at the Telephone Company's business office and may be obtained during regular business hours.

7.3 SERVICE CHARGES

7.3.1 Failure of Acceptance Tests

If the premise wiring of communications systems fails acceptance tests monitored by, or participated in by, the Company as provided in Section 68.215 of the FCC's code and/or if the wiring has caused harm to the network, the Customer shall agree to pay the Company an amount based on the costs of activities performed by its employees.

7.3.2 Line Conditioning or Treatment

Should a Customer's line require treatment or conditioning other than that which would normally be required to operate a local loop because of the connection of Customer premise equipment or transmission of data, the Customer will be required to bear the cost that exceeds normal engineering standards for local loops. The cost will be determined on an individual cost basis.

7.3.3 Damages to Facilities

Customers providing their own premises equipment shall reimburse the Company for the cost of damages or changes requested by the Customer to facilities or equipment of the Company, caused by the negligence or willful act of the Customer or resulting from improper use of Company facilities, or due to the malfunction of any facilities or equipment provided by other than the Company.

Following are basic descriptions, regulations and rates for Private Line Telephone Service for customers within the service territory of United Telephone Company of Ohio, d/b/a Sprint. Additional descriptions, regulations and rates specific to a geographic serving area may apply and may be found on the associated Price List.

(T)

8.1 <u>DESCRIPTION/GENERAL REGULATIONS</u>

- A. IntraLATA Intraexchange/Interexchange Private Line Services are the furnishing of (T) Telephone Company facilities for communications by customers, authorized users or joint users between specified locations, 24-hours daily, seven days per week, except as otherwise specifically stated.
- B. In case a shortage of facilities exists, the establishment of local and message toll telephone services shall take precedence over all others.
- C. Private Line Services are furnished only for communications in which the customer or authorized user has a direct interest and shall not be used for any purpose for which a payment shall be received by the customer or authorized user.
- D. Where construction is required in connection with private line services furnished by the Telephone Company, construction charges may apply.
- E. Terminating equipment may or may not be furnished by the subscriber, but it must in each case be approved by the Telephone Company.
- F. The liability of the Telephone Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service and not caused by failure of facilities provided by the customer, negligence of the subscriber or negligence of the Telephone Company shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which mistake, omission, interruption, delay, error or defect in transmission occurs.
- G. The Telephone Company shall be indemnified and saved harmless by the customer against all claims for libel, slander, infringement of copyright or patents, and all other claims arising from material transmitted over Telephone Company facilities or any act or omission of the customer.
- H. Regulations and rates contained herein apply:
 - 1. To private line service between two or more points between Telephone Company exchange areas;
 - 2. To that portion of a joint private line service furnished by the Telephone Company in the case of such service involving Telephone Company exchange areas, and exchange areas of connecting companies within the State of Ohio.

(T)

Issued Date: April 26, 2002

2 Willipie Street, Wapakoneta, Ohio 45895

8.1 <u>DESCRIPTION/GENERAL REGULATIONS</u> (Cont.)

- I. Whenever facilities are provided jointly by the Telephone Company and one or more other telephone companies, the regulations, rates and charges of such other telephone companies apply for the equipment and facilities furnished by them for use in connection with the interexchange service provided by the Telephone Company.
- J. Where it is necessary to use intraexchange or interexchange channel facilities of another telephone company in order to furnish a private line service, such service will be furnished only if satisfactory arrangements can be made with the other company.
- K. The Telephone Company is not liable for any act or omission of any other telephone company furnishing a portion of the service.

8.2 BASIC RATE CATEGORIES

(T)

- A. Channel Termination. The Channel Termination rate category provides for the communications path between a customer-designated premises and the serving wire center of that premise. One Channel Termination charge applies per customer-designated premises at which the channel is terminated.
- B. Channel Mileage Termination. The Channel Mileage Termination rate category provides for the termination of transmission facilities between the serving wire centers associated with two customer-designated premises.
- C. Channel Mileage. The Channel Mileage rate category provides for the transmission facilities between the serving wire centers associated with two customer-designated premises. The channel mileage charge applies on a per mile basis of interoffice transport.
- C. Non-Wire Center Connected Channels (Point to Point) is Private line Service connecting two customer premises without going through a Company wire center or hub.
- D. Optional features and functions are items that may be added to service to improve quality or meet specific communications requirements. Such items may include signaling, conditioning, transfer arrangements, protection switching, etc. The Company's philosophy will be to include as many of such options as is reasonable in the base price of the Private Line Service. Some Optional features are included in this tariff, but the list in not all-inclusive. As additional options and features are added to the available list of services, each definition and rate will be added to the appropriate section of this tariff. The Company reserves the right to suggest a charge for non-standard features not included in this tariff, and to then tariff the item upon sale to a subscriber.

Issued Date: April 26, 2002 Effective Date: May 28, 2002

8.3 **VOICE GRADE SERVICES**

(T)

A. Description

1. A Voice Grade (VG) channel is a channel which provides voice frequency transmission capability in the normal frequency range of 300 to 3000 HZ and may be terminated two-wire or four-wire.

2. Channel Interfaces

The following channel interfaces for Voice Grade service do not require signaling capability: AH, DA, DB, DD, DE, DS, NO, PR and TF.

The following channel interfaces for Voice Grade service do not require signaling capability: AB, AC, CT, DX, DY, EA, EB, EC, EX, GO, GS, LA, LB, LC, LO, LR, LS, RV and SF.

3. Optional Features and Functions

a) Central Office Bridging Capability

Voice Bridging (two-wire or four-wire): provides for the parallel connection of one voice circuit to another without interrupting the integrity or continuity of the first.

Data Bridging (two-wire or four-wire): provides for the parallel connection of one data circuit to another without interrupting the integrity or continuity of the first.

b) Conditioning

Conditioning provides more specific transmission characteristics for Voice Grade services.

For two-point services, the parameters apply to each point of termination. For multipoint services, the parameters apply to each mid link or end link. C-Type conditioning and Data Capability may be combined on the same service.

(T)

Issued Date: April 26, 2002

8.3 <u>VOICE GRADE SERVICES</u> (Cont.)

A. Description (Cont.)

(T)

- 3. Optional Features and Functions (Cont.)
 - b) Conditioning (Cont.)
 - 1) C-Type Conditioning

C-Type Conditioning is provided for the additional control of attenuation distortion and envelope delay distortion of data services.

2) Customer Specified Premises Receive Level

This option allows the customer to specify the receive level at the Point of Termination. This level must be within a specific range on effective four-wire transmission.

Four-Wire/Two-Wire Conversions

When a customer requests that an effective four-wire channel be terminated with a two-wire channel interface at the customer designated premises, a four-wire to two-wire conversion is required. The rate for the conversion is included as part of the basic Channel Termination rate.

B. Basic rate categories are listed in Section 8.2.

8.4 <u>DIGITAL DATA SERVICE</u>

A. Service Description

(T)

- Digital Data Service is a digital transmission service that provides for the transmission of digital data only and is furnished via digital transmission facilities. The service provides for the simultaneous two-way transmission of synchronous digital signals at speeds of 56 or 64 Kbps between two or more points within a LATA.
- 2. Digital Data Service is designed to meet or exceed a performance objective of 99% error-free seconds of transmission per 1000 seconds on a daily basis and 99.9% availability on an annual basis when measured through the digital termination equipment.

B. Definitions

- 1. <u>Bridging</u> Provides for the parallel connection of one virtual circuit to another virtual circuit without interrupting the integrity or continuity of the first. This service is only available from a Company-designated digital hub.
- 2. <u>Digital Service Unit/Channel Service Unit (DSU/CSU)</u> Equipment provided by the customer to terminate a digital circuit on the customer's premises. In addition, a DSU/CSU performs amplification, signal shaping and remote loopback functions.

(T)

Issued Date: April 26, 2002

8.4 **DIGITAL DATA SERVICE (Cont.)**

B. Definitions (cont.)

(T)

- 3. <u>Interoffice Channel</u> The transmission circuit between Serving Wire Center of the customer's designated premises and the Company's Serving Wire Centers within a LATA. The Company determines the exact manner of the provisioning of an interoffice Channel.
- 4. <u>Intraoffice Channel</u> Point-to-Point or Multi-Point (three or more) circuits that connect through only one (1) Serving Wire Center.
- 5. <u>Local Channel Termination</u> The circuit from the customer's premises to the Serving Wire Center.
- 6. Nonrecurring Charge (NRC) A one-time charge for the initial installation, the installation of functions and features, and service rearrangements.
- 7. <u>Primary Channel</u> The channel that operates parallel with the secondary channel over the same physical facility, but a higher bit rate.
- 8. <u>Serving Wire Center (SWC)</u> The local telephone central office assigned to subscribers in a predetermined geographic area.

C. General Regulations

- Digital Data Service is furnished for duplex operation between two or more points within a LATA. The regulations and rates specified in this tariff are in addition to the applicable regulations and rates specified in other tariffs and other sections of this tariff.
- 2. Digital Data Service is furnished for intraexchange and interexchange and is subject to the availability of digital facilities as determined by the Company.
- 3. Secondary Channel Capability may not be available in all Digital Data Service locations.

(T)

Issued Date: April 26, 2002

8.4 <u>DIGITAL DATA SERVICE</u> (Cont.)

- C. General Regulations (cont.)
 - 4. Digital Data Service is furnished on a twenty-four hours per day, seven-day per week basis. The minimum service period is three (3) months. Digital Data Service may be ordered on a month-to-month basis or under a Term Discount Plan for fixed periods of 3 and 5 years.

(T)

- 5. Suspension of service at the customer's request, as defined in Section 2 of this tariff, is not allowed.
- 6. A DSU/CSU or other appropriate digital terminating equipment is required at the customer's premises to provide the proper interface between the Company's network and the customer's equipment.
- 7. The design, maintenance and operation of Digital Data Service is based on communications originating or terminating at the customer's stations. The Company does not represent this service as adaptive for any other purpose and is not responsible for any use other than that intended.
- 8. Digital Data Service as furnished by the Company may be connected to other services furnished by the Company.
- 9. Whenever facilities are provided jointly by the Company and one or more other telephone companies, the regulations, rates and charges of such other telephone companies apply for the equipment and facilities furnished by them for use in connection with the interexchange Digital Data Service provided by the Company.
- 10. The Company will provide a digital facility over current interoffice carrier equipment where technically feasible. If new equipment and facilities or changes to existing facilities are required to provision Digital Data Service, Special Construction Charges may apply in addition to the rates in Section 9 following.

Issued Date: August 1, 2002

Effective Date: September 4, 2002

8.4 <u>DIGITAL DATA SERVICE</u> (Cont.)

C. General Regulations (cont.)

(T)

- 11. A Termination Liability Charge may be applicable at the date of termination and can be computed under the conditions specified in Section 8.4.G, of this tariff section.
- 12. The customer is responsible for payment of a Trouble Location Charge for visits by the Company to the customer's premises when a service difficulty resulting in a trouble report is caused by the use of equipment or facilities provided by the customer.
- 13. Nonrecurring Charges will apply to all changes made to a customer's Digital Data Service at the customer's request. These changes are defined as additions, deletions and rearrangements of the customer's Digital Data Service configuration. Service Connection Charges as specified in Section 9 of this tariff also apply as appropriate.

D. Obligations of the Company

- 1. The responsibility of the Company is limited to the furnishing and maintenance of service to a network interface on the customer's premises where provisions are made to connect to the customer's terminal equipment.
- 2. The Company is not responsible for installation, operation or maintenance of any customer owned terminal equipment or communication system. Digital Data Service is not represented as adapted to the use for such equipment or systems. The Company is not responsible for the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission; or the reception of signals by such equipment or systems; or damage to terminating equipment or communications systems provided by a customer or authorized user due to testing.
- 3. The Company is not responsible to the customer if changes in any of the facilities, operations or procedures of the Company used to provision Digital Data Service render any customer provided equipment, systems or facilities obsolete or affect their performance or require modification or alteration of them, provided that the Company has met any applicable information disclosure requirements otherwise required by law.

(T)

Issued Date: April 26, 2002

8.4 <u>DIGITAL DATA SERVICE</u> (Cont.)

D. Obligations of the Company (cont.)

(T)

- 4. In order to maintain the quality of Digital Data Service, the Company reserves the right to perform preventative maintenance and software updates to the network. The Company has classified maintenance as follows:
 - a. Scheduled Maintenance

Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. The Company will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. The Company will provide advance notice of all scheduled maintenance.

b. Demand Maintenance

Demand maintenance may occur as a result of unexpected events and is performed when Digital Data Service network elements are in jeopardy. The Company will perform this type of maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not be possible; however, the customer will be informed when the maintenance has been completed.

Effective Date: May 28, 2002

E. Obligations of the Customer

- 1. The customer must provide a DSU/CSU or appropriate digital terminating equipment to connect a Digital Data Service digital facility. The customer must provide the terminal equipment to support the Secondary Channel. This equipment must comply with the technical requirements outlined in Parts 15 and 68 of the FCC's Rules and Regulations.
- 2. The customer is responsible for any necessary customer provided equipment adjustments or modifications, up to and including replacement, due to technological changes or rearrangements in the network.

(T)

8.4 <u>DIGITAL DATA SERVICE</u> (Cont.)

E. Obligations of the Customer (cont.)

(T)

- 3. The customer is responsible for testing, sectionalization and clearance of trouble conditions or service difficulties on any terminal equipment or communications systems connected to Digital Data Service unless such services are contracted for separately or are covered under other tariffed services.
- 4. Customer-provided terminal equipment or communications systems and the operating characteristics of such equipment or systems must not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment or systems do not endanger the safety of the public or Company employees and do not require the change or alteration of Company equipment or facilities. Upon notice from the Company that such customer provided equipment is causing or is likely to cause such interference or hazard, the customer is required to take steps to remove or prevent such interference or hazard.
- 5. The customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company.
- 6. Customers or users may create digital bit streams from Digital Data Service by use of their own derivation equipment. Such equipment may be connected for transmission of digital bit streams when connected through a customer-provided DSU/CSU equipment.
- 7. For maintenance purposes, upon request of the Company, the customer will be responsible for notifying the Company of the type of digital terminating equipment used.

(T)

8.4 <u>DIGITAL DATA SERVICE</u> (Cont.)

F. Term Discount Plan (TDP)

1. A Term Discount Plant (TDP) provides the customer with a discount for the services listed. The customer agrees to a minimum service commitment period for all eligible Digital Data Service rate elements when the TDP is established. All Digital Data Service components must be ordered for the same commitment period with the same service date for the same customer. The customer must order the TDP in writing to the Company. A TDP may be ordered in one year increments, based on the following plan options:

Plan A 3 Years
Plan B 5 years (T)

- 2. The customer must specify the length of the initial service period at the time the service is ordered. When a customer converts to a TDP, Nonrecurring Charges do not apply toward facilities in service at that time. If a customer converts from month-to-month rates to a TDP or upgrades from one TDP to another, Nonrecurring Charges and Service Connection Charges do not apply.
- 3. At the end of the TDP the customer may subscriber to a new TDP at the prevailing rates set forth in Section 9 following. If the customer does not select a new TDP, the rates will convert to the prevailing month-to-month rates.
- 4. Tariff rate increases or decreases will automatically be applied to the monthly term plan rates for the remaining term of the TDP. If a Company initiated rate increase causes the customer's rates to exceed the original rates in effect at the beginning of the TDP, the customer may cancel the TDP without any termination liability charges.
- 5. The customer can extend TDP commitment periods at any time during the term of the plan, up to a maximum of five (5) years. The number of remaining months in the original term plan will become part of the total term in the new term plan.

Issued Date: August 1, 2002

Effective Date: September 4, 2002

8.4 <u>DIGITAL DATA SERVICE</u> (Cont.)

G. Termination Liability Charges

(T)

- 1. If a TDP customer disconnects their Digital Data Service prior to the end of month 12, the customer is liable for 100% of the payments remaining for the first twelve months and 50% of the payments for the balance of the term plan or twelve months, whichever is shorter. If a customer disconnects any portion of the TDP service after the end of the 12th month, the customer is liable for 50% of the remaining monthly payments under the TDP or 12 months, whichever is shorter. For example, a customer disconnecting in the 10th month of a 3 year plan owes 100% of two months and 50% of the term plan payments for an additional 12 months. A customer disconnecting in the 25th month of a 3 year plan owes 50% of the term payments for an additional 11 months.
- 2. Customers may move Local Channel Terminations and not be subject to Termination Liability Charges providing the terms of the TDP are maintained. If Special Construction Charges were applied to the service being terminated or moved, any termination or move charges associated with that special construction apply.
- 3. When a service or rate element under a Term Discount Plan (TDP) arrangement is disconnected prior to the expiration of a selected service period as a result of a change in tariff jurisdiction and/or a customer requested change to a Next Generation Service Offering of a separately tariffed service, Termination Charges will not apply when:
 - The service period of the new Term Discount Plan arrangement for the new service offering is a minimum period equal to or exceeding the remaining service period of the disconnected arrangement, whichever is greater, and
 - The service orders to install the new service and disconnect the old service are related together, and there is no lapse in service between installation of the new service and disconnection of the existing service, and
 - The service orders are for the same customer at the same location.

Multiple T1s to DS3; Integrated Services Digital Network (ISDN)-Primary Rate Interface (PRI) to Frame Relay Service (FRS) and Frame Relay Service (FRS) to Asynchronous Transfer Mode (ATM) are a few examples of a Next Generation Service Offering.

Effective Date: May 28, 2002

8.4 <u>DIGITAL DATA SERVICE</u> (Cont.)

H. Service Components

- 1. Local Channel Termination
 - a. A Local Channel Termination is furnished between a customer's designated premises and the Serving Wire Center. Point-to-Point applications have two (2) Local Channel Terminations. Multi-Point applications have a Local Channel Termination at each customer designated premises.
 - b. The First Nonrecurring Charge for a Local Channel Termination is applicable for the first Local Channel Termination to a customer's designated premises only. For each additional Local Channel Termination to the same premises ordered at the same time, the Additional Nonrecurring Charge applies.
 - c. Local Channel Terminations greater than three (3) cable route miles in length for 56 Kbps and 64 Kbps service may require Circuit Repeaters at the rates specified in Section 9 of this tariff and/or Special Construction Charges may apply.
- 2. Interoffice Channel, Fixed

The Interoffice Channel, Fixed is a fixed monthly charge applicable for each circuit provisioned through two Serving Wire Centers or Central Offices.

(T)

8.4 <u>DIGITAL DATA SERVICE</u> (Cont.)

H. Service Components (cont.)

(T)

3. Interoffice Channel, Per Mile

The Interoffice Channel is furnished on a circuit that requires interoffice mileage. Rates are based on airline distance between the two (2) Serving Wire Centers.

4. Circuit Repeater (Data Amplification)

Circuit Repeaters provide for data transmission when the customer is located beyond the normal range for high speed digital data service. Local channel terminations greater than three (3) miles in length for 56 Kbps and 64 Kbps service may require Circuit Repeaters and associated equipment be installed to regenerate the digital signal in order for accurate and acceptable data transmission to occur.

5. Bridging

Bridging applies when three or more Local Channel Terminations are required. One Bridging charge applies per Local Channel Termination.

(T)

Issued Date: April 26, 2002

8.5 <u>HIGH CAPACITY SERVICE</u>

A. Service Description

(T)

High Capacity Service is a digital transmission service that provides for the transmission of digital data only and is furnished via digital transmission facilities. The service provides for the simultaneous two-way transmission of synchronous digital signals at 1.544 Mbps between two points within a LATA.

High Capacity Service is designed to meet or exceed a performance objective of 99% error-free seconds of transmission per 1000 seconds on a daily basis and 99.9% availability on an annual basis when measured through the digital termination equipment.

B. Definitions

- 1. <u>Digital Service Unit/Channel Service Unit (DSU/CSU)</u> Equipment provided by the customer to terminate a digital circuit on the customer's premises. In addition, a DSU/CSU performs amplification, signal shaping and remote loopback functions.
- 2. <u>Interoffice Channel</u> The transmission circuit between Serving Wire Center of the customer's designated premises and the Company's Serving Wire Centers within a LATA. The Company determines the exact manner of the provisioning of an Interoffice Channel.
- 3. <u>Intraoffice Channel</u> Point-to-point circuits that connect through only one Serving Wire Center.
- 4. <u>Local Channel Termination</u> The circuit from the customer's designated premises to the Serving Wire Center or from the customer's designated premise to a Company hub.
- 5. <u>Nonrecurring Charge (NRC)</u> A one-time charge for the initial installation, the installation of functions and features and service rearrangements.

(T)

8.5 HIGH CAPACITY SERVICE (Cont.)

B. Definitions (cont.)

(T)

- 6. <u>Serving Wire Center</u> The local telephone central office assigned to subscribers in a predetermined geographic area.
- 7. <u>Fractional DS1 Channels</u> Fractional DS1 channels provide simultaneous, two-way transmission at contiguous bit rates of 128, 256 and 384 Kbps. Fractional DS1 channels operate over the combined bandwidth of adjacent channels to create a contiguous bit rate.

C. General Regulations

- High Capacity Service is furnished for simultaneous two-way transmission of digital signals at a speed of 128, 256, 384 Kbps and 1.544 Mbps between two points located within the same LATA. High Capacity Service may be terminated into Company switching equipment for the purpose of provisioning network interconnection to Mobile Service Providers. High Capacity Service may also terminate into Company switching equipment to provide Voice Access Service. The regulations and rates specified in this tariff are in addition to the applicable regulations and rates specified in other tariffs and other sections of this tariff.
- 2. High Capacity Service is furnished for intraexchange and interexchange and is subject to the availability of digital facilities as determined by the Company.
- 3. Each High Capacity Service facility is comprised of two (2) Local Channel Terminations. Where both premises are served by the same wire center, the service will consist of two (2) Local Channel Terminations. Where each premises is served by different wire centers, the service will consist of two (2) Local Channel Terminations and the applicable interoffice Channel Fixed and Interoffice Channel Per Mile charges.

(T)

8.5 HIGH CAPACITY SERVICE (Cont.)

- C. General Regulations (cont.)
 - 4. High Capacity Service is furnished on a twenty-four hours per day, seven-day per week basis. The minimum service period is three (3) months. High Capacity Service may be ordered on a month-to-month basis or under a Term Discount Plan for fixed periods of 3 and 5 years.

(T)

- 5. Temporary Suspension of Service at the customer's request, as defined in Section 2 of this tariff, is not allowed.
- 6. A DSU/CSU or another appropriate digital terminating equipment is required at the customer's premises to provide the proper interface between the Company's network and the customer's equipment.
- 7. The design, maintenance and operation of High Capacity Service is based on communications originating or terminating at the customer's stations. The Company does not represent this service as adaptive for any other purpose and is not responsible for any use other than that intended.
- 8. High Capacity Service as furnished by the Company may be connected to other services furnished by the Company.
- 9. Fractional DS1 channels provide simultaneous, two-way transmission at contiguous bit rates of 128, 256 and 384 Kbps. Fractional DS1 Channels operate over the combined bandwidth of adjacent channels to create a contiguous bit rate. Due to technical limitations associated with the provision of Fractional DS1 Channels, this service will be offered only in end offices where a compatible channel bank exists and the distance between the central office and the customer designated premises is less than or equal to twelve thousand (12,000) feet.
- 10. The customer must furnish appropriate digital terminating equipment on the customer premises. To ensure satisfactory operation, digital terminating equipment provided by the customer must be compatible with High Capacity Service.

Issued Date: August 1, 2002

Effective Date: September 4, 2002

8.5 HIGH CAPACITY SERVICE (Cont.)

C. General Regulations (cont.)

(T)

- 11. The rates specified for High Capacity Service contemplate the provision of a digital quality facility over existing intraoffice and interoffice equipment and facilities compatible with this service. If new equipment or changes to existing facilities are required to provide this service, Special Construction Charges will apply in addition to the rates for High Capacity Service.
- 12. The Term Discount Plan (TDP) provides for rates to be discounted based on the length of the service commitment period selected by the customer. If the customer chooses to disconnect all or a portion of the TDP service prior to the expiration of the TDP period, a Termination Liability Charge will apply to those circuits that are disconnected under the conditions specified in Section 8.5.G. of this tariff.
- 13. Whenever facilities are provided jointly by the Company and one or more other telephone companies, the regulations, rates and charges of such other telephone companies apply for the equipment and facilities furnished by them for use in connection with the interexchange High Capacity Service provided by the Company.
- 14. The Company will provide a digital facility over current interoffice carrier equipment where technically feasible. If new equipment and facilities or changes to existing facilities are required to provision High Capacity Service, Special Types of Construction or Facilities may apply.
- 15. The customer is responsible for payment of a Maintenance of Service Charge for visits by the Company to the customer's premises when a service difficulty resulting in a trouble report is caused by the use of equipment or facilities provided by the customer.

8.5 <u>HIGH CAPACITY SERVICE</u> (Cont.)

C. General Regulations (cont.)

(T)

16. Nonrecurring Charges will apply to all changes made to a customer's High Capacity Service at the customer's request. These changes are defined as additions, deletions and rearrangements of the customer's High Capacity Service configuration. Service Connections, Changes, and Moves as specified in this tariff also apply as appropriate.

D. Obligations of the Company

- The responsibility of the Company is limited to the furnishing and maintenance
 of service to a network interface on the customer's premises where provisions
 are made to connect to the customer's terminal equipment.
- 2. The Company is not responsible for installation, operation or maintenance of any customer owned terminal equipment or communication system. High Capacity Service is not represented as adapted to the use for such equipment or systems. The Company is not responsible for the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission; or the reception of signals by such equipment or systems; or damage to terminating equipment or communications systems provided by a customer or authorized user due to testing.
- 3. The Company is not responsible to the customer if changes in any of the facilities, operations or procedures of the Company used to provision High Capacity Service render any customer provided equipment, systems or facilities obsolete or affect their performance or require modification or alteration of them, provided that the Company has met any applicable information disclosure requirements otherwise required by law.

(T)

Issued Date: April 26, 2002

8.5 <u>HIGH CAPACITY SERVICE</u> (Cont.)

D. Obligations of the Company (cont.)

(T)

- 4. In order to maintain the quality of High Capacity Service, the Company reserves the right to perform preventative maintenance and software updates to the network. The Company has classified maintenance as follows:
 - a) Scheduled Maintenance

Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. The Company will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. The Company will provide advance notice of all scheduled maintenance.

b) Demand Maintenance

Demand maintenance may occur as a result of unexpected events and is performed when Company network elements are in jeopardy. The Company will perform this type of maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not be possible; however, the customer will be informed when the maintenance has been completed.

E. Obligations of the Customer

- 1. The customer must provide a DSU/CSU or appropriate digital terminating equipment to connect a High Capacity Service digital facility. The customer must provide the terminal equipment to support the Secondary Channel. This equipment must comply with the technical requirements outlined in Parts 15 and 68 of the FCC's Rules and Regulations.
- 2. The customer is responsible for any necessary customer provided equipment adjustments or modifications, up to and including replacement, due to technological changes or rearrangements in the network.

(T)

Issued Date: April 26, 2002

8.5 <u>HIGH CAPACITY SERVICE</u> (Cont.)

E. Obligations of the Customer (cont.)

(T)

- 3. The customer is responsible for testing, sectionalization and clearance of trouble conditions or service difficulties on any terminal equipment or communications systems connected to High Capacity Service unless such services are contracted for separately or are covered under other tariffed services.
- 4. Customer-provided terminal equipment or communications systems and the operating characteristics of such equipment or systems must not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment or systems do not endanger the safety of the public or Company employees and do not require the change or alteration of Company equipment or facilities. Upon notice from the Company that such customer provided equipment is causing or is likely to cause such interference or hazard, the customer is required to take steps to remove or prevent such interference or hazard.
- The customer may not rearrange, disconnect, remove or attempt to repair any
 equipment installed by the Company without the prior written consent of the
 Company.
- 6. Customers or users may create digital bit streams from High Capacity Service by use of their own derivation equipment. Such equipment may be connected for transmission of digital bit streams when connected through a customer-provided DSU/CSU equipment.
- 7. For maintenance purposes, upon request of the Company, the customer will be responsible for notifying the Company of the type of digital terminating equipment used.

(T)

Issued Date: April 26, 2002

8.5 HIGH CAPACITY SERVICE (Cont.)

- F. Term Discount Plan (TDP)
 - 1. A Term Discount Plan (TDP) provides the customer with a discount for the services listed. The customer agrees to a minimum service commitment period for all eligible High Capacity Service rate elements when the TDP is established. All High Capacity Service components must be ordered for the same commitment period with the same service date for the same customer. The customer must order the TDP in writing to the Company. A TDP may be ordered in one-year increments, based on the following plan options:

(T)

Plan A Plan B 3 Years
5 Years

(T)

- 2. The customer must specify the length of the initial service period at the time the service is ordered. When a customer converts to a TDP, Nonrecurring Charges do not apply toward facilities in-service at that time. If a customer converts from month-to-month rates to a TDP or upgrades from one TDP to another, Nonrecurring Charges and Service Connection Charges do not apply.
- 3. At the end of the TDP the customer may subscriber to a new TDP at the prevailing rates set forth in Section 9 of this tariff. If the customer does not select a new TDP, the rates will convert to the prevailing month-to-month rates.
- 4. Tariff rate increases or decreases will automatically be applied to the monthly term plan rates for the remaining term of the TDP. If a Company initiated rate increase causes the customer's rates to exceed the original rates in effect at the beginning of the TDP, the customer may cancel the TDP without any termination liability charges.
- 5. The customer can extend TDP commitment periods at any time during the term of the plan, up to a maximum of five (5) years. The number of remaining months in the original term plan will become part of the total term in the new term plan.

Issued Date: August 1, 2002

Effective Date: September 4, 2002

8.5 HIGH CAPACITY SERVICE (Cont.)

G. Termination Liability Charges

(T)

- 1. If a TDP customer disconnects his High Capacity Service prior to the end of month 12, the customer is liable for 100% of the payments remaining for the first twelve months and 50% of the payments for the balance of the term plan or twelve months, whichever is shorter. If a customer disconnects any portion of the TDP service after the end of the 12th month, the customer is liable for 50% of the remaining monthly payments under the TDP or 12 months, whichever is shorter. For example, a customer disconnecting in the 10th month of a 3 year plan owes 100% of two months and 50% of the term plan payments for an additional 12 months. A customer disconnecting in the 25th month of a 3-year plan owes 50% of the term payments for an additional 11 months.
- Customers may move Local Channel Terminations and not be subject to
 Termination Liability Charges providing the terms of the TDP are maintained. If
 Special Construction Charges were applied to the service being terminated or
 moved, any termination or move charges associated with that special
 construction apply.
- 3. When a service or rate element under a Term Discount Plan (TDP) arrangement is disconnected prior to the expiration of a selected service period as a result of a change in tariff jurisdiction and/or a customer requested change to a Next Generation Service Offering of a separately tariffed service, Termination Charges will not apply when:
 - The service period of the new Term Discount Plan arrangement for the new service offering is a minimum period equal to or exceeding the remaining service period of the disconnected arrangement, whichever is greater, and
 - The service orders to install the new service and disconnect the old service are related together, and there is no lapse in service between installation of the new service and disconnection of the existing service, and
 - The service orders are for the same customer at the same location.

8.5 HIGH CAPACITY SERVICE (Cont.)

G. Termination Liability Charges (cont.)

(T)

Multiple T1's to DS3; Integrated Services Digital Network (ISDN)-Primary Rate Interface (PRI) to Frame Relay Service (FRS) and Frame Relay Service (FRS) to Asynchronous Transfer Mode (ATM) are a few examples of a Next Generation Service Offering.

H. Service Components

1. Local Channel Termination

- A Local Channel Termination is furnished between a customer's designated premises and the Serving Wire Center or between a customer's designated premises and the Company hub.
- b. The First Nonrecurring Charge for a Local Channel Termination is applicable for the first Local Channel Termination to a customer's designated premises only. For each additional Local Channel Termination to the same premises ordered at the same time, the Additional Nonrecurring Charge applies.
- 2. Interoffice Channel, Fixed

The Interoffice Channel, Fixed is a fixed monthly charge applicable for each circuit provisioned through two Serving Wire Centers or Central Offices.

3. Interoffice Channel, Per Mile

The Interoffice Channel is furnished on a circuit that requires interoffice mileage. Rates are based on airline distance between the two (2) Serving Wire Centers.

8.5 HIGH CAPACITY SERVICE (Cont.)

H. Service Components (cont.)

(T)

4. Fractional DS1 Channels

Fractional DS1 Channels provide simultaneous, two-way transmission at contiguous bit rates of 128, 256 and 384 Kbps. Fractional DS1 Channels operate over the combined bandwidth of adjacent channels to create a contiguous bit rate.

5. Central Office Multiplexing

DS1 to Voice – An arrangement that converts a 1.544 Mbps channel to twenty-four (24) channels for use with Voice Grade Services. A channel(s) of this DS1 to the Hub can also be used for a Digital Data or Program Audio (PG-0 or PG-3).

DS1 to DS0 – An arrangement that converts a 1.544 Mbps channel to twenty-four (24) 64 Kbps channels utilizing digital time division multiplexing.

6. Clear Channel Capability (CCC)

Clear Channel Capability (CCC) is an arrangement that alters a DS1/1.544 Mbps signal with unconstrained information bits to meet pulse density requirements outlined in TR-NPL-000054 and TA-INS-000342. This will allow a customer to transport an all zero octet over a DS1/1.544 Mbps channel providing an available combined maximum 1.536 Mbps data rate. This arrangement requires the customer signal at the channel interface to conform to Bipolar with 8 Zero Substitution (B8ZS) line code as described in TR-NPL-000054 and TA-INS-000342.

CCC is provided on DS1/1.544 Mbps channels between two (2) customer designated premises and is subject to the availability of facilities. This optional feature may be ordered at the same time the DS1/1.544 Mbps channel is ordered, or it may be ordered as an additional feature of an existing channel.

8.5 HIGH CAPACITY SERVICE

A. Service Description

(T)

High Capacity Service is a digital transmission service that provides for the transmission of digital data only and is furnished via digital transmission facilities. The service provides for the simultaneous two-way transmission of synchronous digital signals at 1.544 Mbps between two points within a LATA.

High Capacity Service is designed to meet or exceed a performance objective of 99% error-free seconds of transmission per 1000 seconds on a daily basis and 99.9% availability on an annual basis when measured through the digital termination equipment.

B. Definitions

- 1. <u>Digital Service Unit/Channel Service Unit (DSU/CSU)</u> Equipment provided by the customer to terminate a digital circuit on the customer's premises. In addition, a DSU/CSU performs amplification, signal shaping and remote loopback functions.
- 2. <u>Interoffice Channel</u> The transmission circuit between Serving Wire Center of the customer's designated premises and the Company's Serving Wire Centers within a LATA. The Company determines the exact manner of the provisioning of an Interoffice Channel.
- 3. <u>Intraoffice Channel</u> Point-to-point circuits that connect through only one Serving Wire Center.
- 4. <u>Local Channel Termination</u> The circuit from the customer's designated premises to the Serving Wire Center or from the customer's designated premise to a Company hub.
- 5. <u>Nonrecurring Charge (NRC)</u> A one-time charge for the initial installation, the installation of functions and features and service rearrangements.

(T)

8.5 <u>HIGH CAPACITY SERVICE</u> (Cont.)

B. Definitions (cont.)

(T)

- 6. <u>Serving Wire Center</u> The local telephone central office assigned to subscribers in a predetermined geographic area.
- 7. <u>Fractional DS1 Channels</u> Fractional DS1 channels provide simultaneous, two-way transmission at contiguous bit rates of 128, 256 and 384 Kbps. Fractional DS1 channels operate over the combined bandwidth of adjacent channels to create a contiguous bit rate.

C. General Regulations

- 1. High Capacity Service is furnished for simultaneous two-way transmission of digital signals at a speed of 128, 256, 384 Kbps and 1.544 Mbps between two points located within the same LATA. High Capacity Service may be terminated into Company switching equipment for the purpose of provisioning network interconnection to Mobile Service Providers. High Capacity Service may also terminate into Company switching equipment to provide Voice Access Service. The regulations and rates specified in this tariff are in addition to the applicable regulations and rates specified in other tariffs and other sections of this tariff.
- 2. High Capacity Service is furnished for intraexchange and interexchange and is subject to the availability of digital facilities as determined by the Company.
- 3. Each High Capacity Service facility is comprised of two (2) Local Channel Terminations. Where both premises are served by the same wire center, the service will consist of two (2) Local Channel Terminations. Where each premises is served by different wire centers, the service will consist of two (2) Local Channel Terminations and the applicable interoffice Channel Fixed and Interoffice Channel Per Mile charges.

(T)

8.5 <u>HIGH CAPACITY SERVICE</u> (Cont.)

- C. General Regulations (cont.)
 - 4. High Capacity Service is furnished on a twenty-four hours per day, seven-day per week basis. The minimum service period is three (3) months. High Capacity Service may be ordered on a month-to-month basis or under a Term Discount Plan for fixed periods of 3 and 5 years.

(T)

- 5. Temporary Suspension of Service at the customer's request, as defined in Section 2 of this tariff, is not allowed.
- 6. A DSU/CSU or another appropriate digital terminating equipment is required at the customer's premises to provide the proper interface between the Company's network and the customer's equipment.
- 7. The design, maintenance and operation of High Capacity Service is based on communications originating or terminating at the customer's stations. The Company does not represent this service as adaptive for any other purpose and is not responsible for any use other than that intended.
- 8. High Capacity Service as furnished by the Company may be connected to other services furnished by the Company.
- 9. Fractional DS1 channels provide simultaneous, two-way transmission at contiguous bit rates of 128, 256 and 384 Kbps. Fractional DS1 Channels operate over the combined bandwidth of adjacent channels to create a contiguous bit rate. Due to technical limitations associated with the provision of Fractional DS1 Channels, this service will be offered only in end offices where a compatible channel bank exists and the distance between the central office and the customer designated premises is less than or equal to twelve thousand (12,000) feet.
- 10. The customer must furnish appropriate digital terminating equipment on the customer premises. To ensure satisfactory operation, digital terminating equipment provided by the customer must be compatible with High Capacity Service.

Issued Date: August 1, 2002

Effective Date: September 4, 2002

8.5 <u>HIGH CAPACITY SERVICE</u> (Cont.)

C. General Regulations (cont.)

(T)

- 11. The rates specified for High Capacity Service contemplate the provision of a digital quality facility over existing intraoffice and interoffice equipment and facilities compatible with this service. If new equipment or changes to existing facilities are required to provide this service, Special Construction Charges will apply in addition to the rates for High Capacity Service.
- 12. The Term Discount Plan (TDP) provides for rates to be discounted based on the length of the service commitment period selected by the customer. If the customer chooses to disconnect all or a portion of the TDP service prior to the expiration of the TDP period, a Termination Liability Charge will apply to those circuits that are disconnected under the conditions specified in Section 8.5.G. of this tariff.
- 13. Whenever facilities are provided jointly by the Company and one or more other telephone companies, the regulations, rates and charges of such other telephone companies apply for the equipment and facilities furnished by them for use in connection with the interexchange High Capacity Service provided by the Company.
- 14. The Company will provide a digital facility over current interoffice carrier equipment where technically feasible. If new equipment and facilities or changes to existing facilities are required to provision High Capacity Service, Special Types of Construction or Facilities may apply.
- 15. The customer is responsible for payment of a Maintenance of Service Charge for visits by the Company to the customer's premises when a service difficulty resulting in a trouble report is caused by the use of equipment or facilities provided by the customer.

8.5 HIGH CAPACITY SERVICE (Cont.)

C. General Regulations (cont.)

(T)

16. Nonrecurring Charges will apply to all changes made to a customer's High Capacity Service at the customer's request. These changes are defined as additions, deletions and rearrangements of the customer's High Capacity Service configuration. Service Connections, Changes, and Moves as specified in this tariff also apply as appropriate.

D. Obligations of the Company

- 1. The responsibility of the Company is limited to the furnishing and maintenance of service to a network interface on the customer's premises where provisions are made to connect to the customer's terminal equipment.
- 2. The Company is not responsible for installation, operation or maintenance of any customer owned terminal equipment or communication system. High Capacity Service is not represented as adapted to the use for such equipment or systems. The Company is not responsible for the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission; or the reception of signals by such equipment or systems; or damage to terminating equipment or communications systems provided by a customer or authorized user due to testing.
- 3. The Company is not responsible to the customer if changes in any of the facilities, operations or procedures of the Company used to provision High Capacity Service render any customer provided equipment, systems or facilities obsolete or affect their performance or require modification or alteration of them, provided that the Company has met any applicable information disclosure requirements otherwise required by law.

(T)

8.5 HIGH CAPACITY SERVICE (Cont.)

D. Obligations of the Company (cont.)

(T)

- 4. In order to maintain the quality of High Capacity Service, the Company reserves the right to perform preventative maintenance and software updates to the network. The Company has classified maintenance as follows:
 - a) Scheduled Maintenance

Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. The Company will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. The Company will provide advance notice of all scheduled maintenance.

b) Demand Maintenance

Demand maintenance may occur as a result of unexpected events and is performed when Company network elements are in jeopardy. The Company will perform this type of maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not be possible; however, the customer will be informed when the maintenance has been completed.

E. Obligations of the Customer

- 1. The customer must provide a DSU/CSU or appropriate digital terminating equipment to connect a High Capacity Service digital facility. The customer must provide the terminal equipment to support the Secondary Channel. This equipment must comply with the technical requirements outlined in Parts 15 and 68 of the FCC's Rules and Regulations.
- 2. The customer is responsible for any necessary customer provided equipment adjustments or modifications, up to and including replacement, due to technological changes or rearrangements in the network.

8.5 <u>HIGH CAPACITY SERVICE</u> (Cont.)

E. Obligations of the Customer (cont.)

(T)

- 3. The customer is responsible for testing, sectionalization and clearance of trouble conditions or service difficulties on any terminal equipment or communications systems connected to High Capacity Service unless such services are contracted for separately or are covered under other tariffed services.
- 4. Customer-provided terminal equipment or communications systems and the operating characteristics of such equipment or systems must not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment or systems do not endanger the safety of the public or Company employees and do not require the change or alteration of Company equipment or facilities. Upon notice from the Company that such customer provided equipment is causing or is likely to cause such interference or hazard, the customer is required to take steps to remove or prevent such interference or hazard.
- 5. The customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company without the prior written consent of the Company.
- 6. Customers or users may create digital bit streams from High Capacity Service by use of their own derivation equipment. Such equipment may be connected for transmission of digital bit streams when connected through a customer-provided DSU/CSU equipment.
- 7. For maintenance purposes, upon request of the Company, the customer will be responsible for notifying the Company of the type of digital terminating equipment used.

(T)

Issued Date: April 26, 2002

8.5 HIGH CAPACITY SERVICE (Cont.)

- F. Term Discount Plan (TDP)
 - 1. A Term Discount Plan (TDP) provides the customer with a discount for the services listed. The customer agrees to a minimum service commitment period for all eligible High Capacity Service rate elements when the TDP is established. All High Capacity Service components must be ordered for the same commitment period with the same service date for the same customer. The customer must order the TDP in writing to the Company. A TDP may be ordered in one-year increments, based on the following plan options:

(T)

Plan A 3 Years Plan B 5 Years

(T)

- 2. The customer must specify the length of the initial service period at the time the service is ordered. When a customer converts to a TDP, Nonrecurring Charges do not apply toward facilities in-service at that time. If a customer converts from month-to-month rates to a TDP or upgrades from one TDP to another, Nonrecurring Charges and Service Connection Charges do not apply.
- 3. At the end of the TDP the customer may subscriber to a new TDP at the prevailing rates set forth in Section 9 of this tariff. If the customer does not select a new TDP, the rates will convert to the prevailing month-to-month rates.
- 4. Tariff rate increases or decreases will automatically be applied to the monthly term plan rates for the remaining term of the TDP. If a Company initiated rate increase causes the customer's rates to exceed the original rates in effect at the beginning of the TDP, the customer may cancel the TDP without any termination liability charges.
- 5. The customer can extend TDP commitment periods at any time during the term of the plan, up to a maximum of five (5) years. The number of remaining months in the original term plan will become part of the total term in the new term plan.

Issued Date: August 1, 2002

Effective Date: September 4, 2002

8.5 <u>HIGH CAPACITY SERVICE</u> (Cont.)

G. Termination Liability Charges

(T)

- 1. If a TDP customer disconnects his High Capacity Service prior to the end of month 12, the customer is liable for 100% of the payments remaining for the first twelve months and 50% of the payments for the balance of the term plan or twelve months, whichever is shorter. If a customer disconnects any portion of the TDP service after the end of the 12th month, the customer is liable for 50% of the remaining monthly payments under the TDP or 12 months, whichever is shorter. For example, a customer disconnecting in the 10th month of a 3 year plan owes 100% of two months and 50% of the term plan payments for an additional 12 months. A customer disconnecting in the 25th month of a 3-year plan owes 50% of the term payments for an additional 11 months.
- Customers may move Local Channel Terminations and not be subject to
 Termination Liability Charges providing the terms of the TDP are maintained. If
 Special Construction Charges were applied to the service being terminated or
 moved, any termination or move charges associated with that special
 construction apply.
- 3. When a service or rate element under a Term Discount Plan (TDP) arrangement is disconnected prior to the expiration of a selected service period as a result of a change in tariff jurisdiction and/or a customer requested change to a Next Generation Service Offering of a separately tariffed service, Termination Charges will not apply when:
 - The service period of the new Term Discount Plan arrangement for the new service offering is a minimum period equal to or exceeding the remaining service period of the disconnected arrangement, whichever is greater, and
 - The service orders to install the new service and disconnect the old service
 are related together, and there is no lapse in service between installation of
 the new service and disconnection of the existing service, and
 - The service orders are for the same customer at the same location.

8.5 HIGH CAPACITY SERVICE (Cont.)

G. Termination Liability Charges (cont.)

(T)

Multiple T1's to DS3; Integrated Services Digital Network (ISDN)-Primary Rate Interface (PRI) to Frame Relay Service (FRS) and Frame Relay Service (FRS) to Asynchronous Transfer Mode (ATM) are a few examples of a Next Generation Service Offering.

H. Service Components

1. Local Channel Termination

- a. A Local Channel Termination is furnished between a customer's designated premises and the Serving Wire Center or between a customer's designated premises and the Company hub.
- b. The First Nonrecurring Charge for a Local Channel Termination is applicable for the first Local Channel Termination to a customer's designated premises only. For each additional Local Channel Termination to the same premises ordered at the same time, the Additional Nonrecurring Charge applies.
- 2. Interoffice Channel, Fixed

The Interoffice Channel, Fixed is a fixed monthly charge applicable for each circuit provisioned through two Serving Wire Centers or Central Offices.

3. Interoffice Channel, Per Mile

The Interoffice Channel is furnished on a circuit that requires interoffice mileage. Rates are based on airline distance between the two (2) Serving Wire Centers.

(T)

Issued Date: April 26, 2002

8.5 HIGH CAPACITY SERVICE (Cont.)

H. Service Components (cont.)

(T)

4. Fractional DS1 Channels

Fractional DS1 Channels provide simultaneous, two-way transmission at contiguous bit rates of 128, 256 and 384 Kbps. Fractional DS1 Channels operate over the combined bandwidth of adjacent channels to create a contiguous bit rate.

5. Central Office Multiplexing

DS1 to Voice – An arrangement that converts a 1.544 Mbps channel to twenty-four (24) channels for use with Voice Grade Services. A channel(s) of this DS1 to the Hub can also be used for a Digital Data or Program Audio (PG-0 or PG-3).

DS1 to DS0 – An arrangement that converts a 1.544 Mbps channel to twenty-four (24) 64 Kbps channels utilizing digital time division multiplexing.

6. Clear Channel Capability (CCC)

Clear Channel Capability (CCC) is an arrangement that alters a DS1/1.544 Mbps signal with unconstrained information bits to meet pulse density requirements outlined in TR-NPL-000054 and TA-INS-000342. This will allow a customer to transport an all zero octet over a DS1/1.544 Mbps channel providing an available combined maximum 1.536 Mbps data rate. This arrangement requires the customer signal at the channel interface to conform to Bipolar with 8 Zero Substitution (B8ZS) line code as described in TR-NPL-000054 and TA-INS-000342.

CCC is provided on DS1/1.544 Mbps channels between two (2) customer designated premises and is subject to the availability of facilities. This optional feature may be ordered at the same time the DS1/1.544 Mbps channel is ordered, or it may be ordered as an additional feature of an existing channel.

(T)

8.5 HIGH CAPACITY SERVICE (Cont.)

H. Service Components (cont.)

(T)

7. Extended Superframe Format (ESF)

The ESF optional feature is available at suitably equipped end offices, and passes a customer provided framing format for 1.544 Mbps service. ESF extends the customer's 1.544 Mbps framing structure from twelve (12) to twenty-four (24) frames and divides the 8 Kbps 193rd bit position pattern into three distinct functionalities: 2 Kbps for frame synchronization, 2 Kbps for cyclic redundancy checking, and 4 Kbps used primarily for performance monitoring information.

- 8. Digital Cross Connect Service (DCCS)
 - a. General Description
 - Digital Cross Connect Service (DCCS) provides special access customers flexibility in reconfiguring their company provided special access networks.
 - DCCS offers customers with fluctuating transmission requirements the ability to more efficiently utilize their networks by changing designated terminations without circuit changes.
 - DCCS customers may elect to merge various combinations of individual voice grade circuits (64 Kbps DSO channels) into DS1 (1.544 Mbps) circuits.
 - 4) The subrate multiplexing options offered with DCCS allow DSO channels to be divided into channels of even less capacity. One (1) 64 Kbps DSO channel can be divided into twenty channels, each having 2.4 Kbps capacity; ten (10) channels, each having 4.8 Kbps capacity; or five channels, each having 9.6 Kbps capacity.

(T)

8.5 <u>HIGH CAPACITY SERVICE</u> (Cont.)

H. Service Components (cont.)

(T)

- 8. Digital Cross Connect Service (DCCS) (cont.)
 - a. General Description (cont.)
 - 5) Individual 64 Kbps DSO channels can be bridged via an optional bridging arrangement within the digital cross-connect system. Each bridging arrangement can bridge up to five (5) digital 64 Kbps DSO channels or up to thirty (30) analog termination channels. Individual digital bridging arrangements can be connected to provide for larger bridging requirements; however, this cascading will require the use of one channel in each bridge for this connection.
 - b. Customer Circuits

The basic unit of service for DCCS is a single voice frequency (DSO) channel. Service is also provided for full DS1 (1.544 Mbps) digital circuits or synchronous subrate digital circuits (2.4, 4.8 or 9.6 Kbps). Special access circuits associated with DCCS will be provided by the Company pursuant to the relevant terms and conditions for the type of circuit as outlined elsewhere in this section of this tariff.

c. Customer Interface

DCCS customers may impose network reconfiguration instructions as follows:

 Basic service – the customer submits via normal ordering procedures, requests for changes, which are implemented by the Company through normal service provisioning procedures.

(T)

Issued Date: April 26, 2002

8.5 <u>HIGH CAPACITY SERVICE</u> (Cont.)

H. Service Components (cont.)

(T)

- 8. Digital Cross Connect Service (DCCS) (cont.)
 - d. Maintenance and Operation
 - When the Company performs necessary preventative and/or routine maintenance, DCCS may not be available for circuit reconfiguration. Circuits in operation during these times will continue in operation but may not be reconfigured. Upgrades in DCCS software may also require system downtime. Customers will be notified at least twentyfour (24) hours in advance of outages due to software upgrades.
 - No credit allowance in DCCS monthly charges will be provided for interruptions required to perform the maintenance or software upgrades.
 - e. Regulations
 - DCCS provides network reconfiguration capability through the DCS, and establishes a jurisdictional demarcation point for dedicated services for rate application purposes. The jurisdiction and rates for the dedicated services on either side of DCCS are determined independent of the other.
 - 2) The regulations and rates for DCCS are in addition to applicable regulations and rates specified in other sections of this tariff.
 - DCCS is furnished only from Serving Wire Centers equipped with digital cross-connect systems and is provided subject to the availability of appropriate facilities.
 - 4) Optional DCCS capabilities are furnished only from Serving Wire Centers equipped with appropriately equipped digital cross-connect systems and/or network management systems.

(T)

Issued Date: April 26, 2002

8.5 <u>HIGH CAPACITY SERVICE</u> (Cont.)

H. Service Components (cont.)

(T)

- 8. Digital Cross Connect Service (DCCS) (cont.)
 - e. Regulations (cont.)
 - 5) Some DCCS features and functions may not be available in all digital cross-connect systems. The customer should contact the Company to determine the availability of DCCS features in each location.
 - f. Connections

DCCS applies to the reconfiguration of connections between pairs of special access service channels only at the DSO level or twenty-four (24) consecutive DSO channels. All services on channels to the DCCS may not be compatible, consequently, certain configuration combinations must be denied. The Company shall not be responsible for service interruptions, troubles, loss of customer data, etc., resulting from invalid reconfiguration attempts. A channel service compatibility list will be provided to customers upon request.

DSO and DS1 signals as defined in the Company's technical references may be terminated on DCCS. Other multiplexing formats must be converted to a standard D4 format. If the Company determines that the requested technical specifications are not compatible, the customer will be notified and given the opportunity to change the order.

- g. DCCS Options
 - DS3 connections to the digital cross-connect system can be provided in suitably equipped Serving Wire Centers. The customer may elect to merge various DS1 and DS3 services, and in some locations may merge individual DSO services. All other terms and conditions of DCCS as set forth in this section of the tariff apply to DS3 connections.

(T)

Issued Date: April 26, 2002

8.5 HIGH CAPACITY SERVICE (Cont.)

H. Service Components (cont.)

(T)

- 8. Digital Cross Connect Service (DCCS) (cont.)
 - g. DCCS Options (cont.)
 - 2) Shared DCCS Arrangement

Multiple customers may include circuits with the DCCS option in the same DCCS arrangement, provided that all customers designate in writing the same party to serve as their agent.

The designated agent will be authorized to represent each of the customers in a shared DCCS arrangement in all transactions and communications with the Company. Such transactions may include reconfigurations, monitoring, ordering of additional special access services and DCCS Service options in the arrangement, and removal of special access services from the arrangement. The Company will not process customer orders or requests affecting shared DCCS arrangements or circuits included in shared arrangements except those submitted by the agent.

The Company shall not be liable for any loss to any of the customers in a shared DCCS arrangement caused directly or indirectly by actions of the agent or another customer in the shared arrangement. Each customer in the shared arrangement and the agent shall indemnify the Company for the costs of any and all claims arising directly or indirectly out of the actions of the agent or another customer in the shared arrangement, including, but not limited to, the cost of defending against such claims.

(T)

Issued Date: April 26, 2002

8.5 HIGH CAPACITY SERVICE (Cont.)

H. Service Components (cont.)

(T)

- 8. Digital Cross Connect Service (DCCS) (cont.)
 - g. DCCS Options (cont.)
 - 2) Shared DCCS Arrangement (cont.)

Any customer in a shared DCCS arrangement must give the Company thirty (30) days prior written notice of its intent to revoke an agent's authority and to remove all its special access services from a shared arrangement. Such notice shall not be effective unless the customer provides the Company with specific and sufficient directions regarding treatment of the customer's special access services upon revocation of the agent's authority or removal from the shared arrangement.

- h. Application of Rates
 - For each DCCS, the appropriate Basic Service DCCS connection charge applies. A DCCS connection charge is required for each special access circuit terminating via a digital cross-connect system port.
 - 2) A multipoint bridging charge is applicable for each DSO channel which is terminated in a bridging arrangement.
 - 3) A subrate multiplexing charge is applicable for each 2.4, 4.8 and 9.6 Kbps channel which is derived via a subrate multiplexing arrangement.
 - 4) The company-performed reconfiguration nonrecurring charge is applicable when the customer chooses to have Company personnel perform the reconfiguration activities. The Company will perform the reconfiguration based on instructions from the customer. This charge is applied in increments of thirty (30) minutes for each occurrence.

(T)

Issued Date: April 26, 2002

8.5 <u>HIGH CAPACITY SERVICE</u> (Cont.)

H. Service Components (cont.)

(T)

9. Multiplexed Access Service Connection (MASC)

MASC is an arrangement that allows one channel of a multiplexed Company service to be connected to one channel of the same bit rate and like signaling of another multiplexed Company service. MASC will be provided at all Company locations where multiplexing is performed or between two Company locations where multiplexing is performed. MASC is available at DS0 or voice, and DS1.

(T)

Issued Date: April 26, 2002

8.6 CHANNELIZED DS-1

A. Basic Description

(T)

Channelized DS-1 provides channelization capability for the customer at the company's central office. Channelized DS-1 is provided in packets based upon multiple voice grade channel equivalents (DS0) where 24 voice grade channels are equal to a DS-1. The service provides local channels or interoffice channels for network access, Centrex station lines, off-premise extensions and digital data lines

Channelization is provided by D type channel banks. The customer may channelize all or part of a DS-1 to activate voice and data facilities. Individual channels may be connected with service offerings in other parts of this tariff as appropriate.

The Customer must provide the Network Channel Terminating Equipment associated with the high capacity channel at the Customer's premise. Customer equipment must be compatible with the Company provided channelization at the central office. The customer must be prepared to activate his portion of joint service in a timely manner on the negotiated due date

A channel with the technical specifications of HC1 will be capable of an error free performance of 98.75% over a continuous twenty-four (24) hour period as measured at the rate of 1.544 Mbps rate through a CSU equivalent which is designed, manufactured and maintained to conform with the specifications in Technical Reference PUB 62411.

Issued Date: April 26, 2002

8.6 CHANNELIZED DS-1 (Cont.)

B. Optional Features and Functions

(T)

1. Transfer Arrangement

(T)

An arrangement that affords the Customer an additional measure of flexibility in the use of an access channel. The arrangement can be used to transfer a leg of a private line service to another channel that terminates in either the same or a different Customer premise. A key activated or dial-up control is required to operate the transfer arrangement. A spare channel, if required, is not part of this option.

2. Central Office Multiplexing

(T)

- a. DS3 to DS1. This is an arrangement that converts a 44.736 Mbps channel to twenty-eight (28) DS1 channels using digital time division multiplexing.
- b. DS1 to Voice. This is an arrangement that converts a 1.544 Mbps channel to twenty-four (24) channels for use with voice grade service.
- 3. Integrated Voice and Data Product

(T)

An arrangement that combines voice and data lines over the same access channels. Voice channels are priced per appropriate service elsewhere in this tariff. There is a monthly recurring cost per 64 Kb data channel, a monthly recurring charge for Data Access, and a non-recurring charge per data channel.

Issued Date: April 26, 2002

8.7 CHANNELIZED DS-3

A. Basic Description

(T)

Channelized DS-3 provides channelization capability for the customer at the company's central office. Channelized DS-1 is provided in packets based upon multiple voice grade channel equivalents (DS0) where 24 voice grade channels are equal to a DS-1 and 28 DS-1s are equal to a DS-3 for a total of 672 channels. The service provides local channels or interoffice channels for network access, Centrex station lines, off-premise extensions and digital data lines.

Channelization is provided by D type channel banks. The customer may channelize all or part of a DS-3 to activate voice and data facilities. Individual channels may be connected with service offerings in other parts of this tariff as appropriate.

The Customer must provide the Network Channel Terminating Equipment associated with the high capacity channel at the Customer's premise. Customer equipment must be compatible with the Company provided channelization at the central office. The customer must be prepared to activate his portion of joint service in a timely manner on the negotiated due date.

8.8 NETWORK ACCESS SERVICE

(T)

A. Basic Description

Network Access Service is applicable when local trunks of any nature are provisioned over Channelized DS-1, Channelized DS-3 or ISDN PRI. These charges are for supplying the trunks in a digital channelized fashion rather than purchasing individual trunks delivered on an analog basis. There are no measured usage charges with network access service and all rates are a flat amount per month per trunk.

8.9 ALARM SERVICE

(T)

A. Basic Description

Alarm service provides a two-wire metallic circuit to be used only for alarm circuits. This type of circuit is also known as a dry pair or a DC (direct current) loop. The design and physical makeup of this two-wire metallic service are not available or applicable for analog or data services.

Issued Date: April 26, 2002

Min /May

SECTION 8. PRIVATE LINE TELEPHONE SERVICE (SPRINT) (CONT.)

8.9 ALARM SERVICE (Cont.)

(M)

B. Rates and Charges

Facilities between two points within one Telephone Company exchange area (containing one central office) will incur the following rates and charges for each channel.*

1)	First mile or fraction thereof	<u>Min./Max</u> \$2.00/\$15.00
2)	Each additional 1/4 mile or fraction thereof	\$0.50/\$10.00

Facilities between two points within one Telephone Company exchange area (containing two or more central offices) will incur the following rates and charges for each channel.**

1)	Between contiguous central offices in the same exchange area	\$13.00/\$39.00
2)	Between noncontiguous central offices in the same exchange area	\$21.00/\$63.00

Note:

Service Grandfathered for customers using two-wire analog for analog or data services.

- * Local channel mileage is based upon airline mileage measurement between the location of channel terminals within the serving central office area.
- ** Local channel mileage beyond the central office is based on airline mileage distance from the central office to the location of channel termination at rates indicated above. Local channel facilities provided beyond both central offices will be based on the sum of local channel mileage at rates indicated above.

Service among three or more points within one Telephone Company exchange is rated on a per location basis. A charge applies from the central office to each individual location. Each location is rated according to the applicable guidelines above.

(M)

Issued Date: April 26, 2002

(D)

RESERVED FOR FUTURE USE

(D)

Issued Date: March 12, 2008 Effective Date: March 12, 2008

8.10 INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (Cont.) (T) Regulations 8.10.3 (T) The rates specified for ISDN Service contemplate the availability of existing compatible facilities from the normal serving wire center which must be a digital ISDN equipped central office entity. If such facilities are required to provide ISDN Service, a charge based on the cost incurred may apply in addition to the rates for this service. These charges may be in the form of a nonrecurring and/or monthly charge. ISDN Service must include a digital service line and at least one (1) basic В. service capability. C. The minimum service period for ISDN Service is 12 months. An individual directory number will be assigned for each digital service line. D. The customer must provide Customer Premises Equipment (CPE) that complies with the ISDN requirements of the Company. 8.10.4 **Termination Charges** (T) A. All termination charges will be based on the term prices in effect at the time of termination. 8.10.5 ISDN PRI (T) ISDN PRI provides a method for high speed end-to-end DS1 capacity that A. provides the Customer access to switched services in the Company's Central Office. The service can carry voice, data and video simultaneously. Traffic can be inward or outward or a combination of both. This is controlled by the Customer's premise equipment. В. The minimum service period for ISDN PRI is six months. C. ISDN PRI is a service for the transmission of digital signals only D. The minimum service period of ISDN PRI is one month.

8.10 INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (Cont.)

(T)

8.10.5 ISDN PRI (cont.)

(T)

- D. A standard service consists of up to twenty-three "B" channels and one "D" channel at a total speed of 1.544 Mbps. The D channel is used for signaling. B channels are used for voice, data and/or video delivery.
- E. ISDN PRI service between a serving wire center and a customer location will be charged at a rate per Basic PRI. Interoffice Channels between central offices will be charged based upon airline distance between offices.

The customer may choose any number of channels up to 23 B channels. There is a charge per PRI channel in use.

There is a Service Establishment Charge applicable to each ISDN PRI in addition to any installation nonrecurring charge. This fee is for the ordering, recording, provisioning and engineering required with a customers request for ISDN PRI. Additionally, there is a Service Change Charge applicable to move or transfer an ISDN PRI service line.

8.10.6 ISDN PRI Plus

(T)

- A. ISDN PRI Plus provides an ISDN based T-1 access to the network and includes the flexibility of multiple voice and/or data transmission channels on the same line. The basic channel structure for ISDN PRI is twenty-three 64 Kbps B channels and one 64 Kbps D channel. The customer has the option to activate up to 23 B Channels on the First ISDN PRI Plus service arrangement and up to 24 B Channels on subsequent arrangements. One primary Directory listing will be furnished at no charge for each ISDN PRI Plus service B Channel.
- B. ISDN PRI Plus is a service for the transmission of digital signals only.
- C. The minimum service period for ISDN PRI Plus is one month.
- D. ISDN PRI Plus service between a serving wire center and a customer location will be charged at a rate per Basic PRI. Interoffice Channels between central offices will be charged based upon airline distance between offices. There is a charge per PRI channel in use. Separate charges apply for Digital Data Channels or Inward Dial Channels.

There is a Service Establishment Charge applicable to each ISDN PRI in addition to any installation nonrecurring charge. This fee is for the ordering recording, provisioning and engineering required with a customer's request for ISDN PRI. Additionally, there is a Service Change Charge applicable to move or transfer an ISDN PRI service line.

Issued Date: April 26, 2002

TSC Communications, Inc. 2 Willipie Street Wapakoneta, Ohio 45895 PUCO Tariff No. 1 Fourth Revised Page 109 Replaces Third Revised Page 109

SECTION 8. PRIVATE LINE TELEPHONE SERVICE (SPRINT) (CONT.)

[RESERVED FOR FUTURE USE]

Issued Date: April 26, 2002 Effective Date: May 28, 2002

TSC Communications, Inc. 2 Willipie Street Wapakoneta, Ohio 45895 PUCO Tariff No. 1 Second Revised Page 110 Replaces First Revised Page 110

SECTION 8. PRIVATE LINE TELEPHONE SERVICE (SPRINT) (CONT.)

[RESERVED FOR FUTURE USE]

Issued Date: April 26, 2002 Effective Date: May 28, 2002

TSC Communications, Inc. 2 Willipie Street Wapakoneta, Ohio 45895 PUCO Tariff No. 1 Fourth Revised Page 111 Replaces Third Revised Page 111

SECTION 8. PRIVATE LINE TELEPHONE SERVICE (SPRINT) (CONT.)

[RESERVED FOR FUTURE USE]

Issued Date: April 26, 2002

TSC Communications, Inc. 2 Willipie Street Wapakoneta, Ohio 45895 PUCO Tariff No. 1 First Revised Page 111A Replaces Original Page 111A

SECTION 8. PRIVATE LINE TELEPHONE SERVICE (SPRINT) (CONT.)

[RESERVED FOR FUTURE USE]

Issued Date: April 26, 2002

Following are basic descriptions, regulations and rates for Private Line Telephone Service for customers within the service territory of Verizon North Inc. Additional descriptions, regulations and rates specific to a geographic serving area may apply and may be found on the associated Price Lists.

(N)

8|A.1 <u>DESCRIPTION/GENERAL REGULATIONS</u>

- A. IntraLATA Intraexchange/Interexchange Private Line Services are the furnishing of Telephone Company facilities for communications by customers, authorized users or joint users between specified locations, 24-hours daily, seven days per week, except as otherwise specifically stated.
- B. In case a shortage of facilities exists, the establishment of local and message toll telephone services shall take precedence over all others.
- C. Private Line Services are furnished only for communications in which the customer or authorized user has a direct interest and shall not be used for any purpose for which a payment shall be received by the customer or authorized user.
- D. Where construction is required in connection with private line services furnished by the Telephone Company, construction charges may apply.
- E. Terminating equipment may or may not be furnished by the subscriber, but it must in each case be approved by the Telephone Company.
- F. The liability of the Telephone Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service and not caused by failure of facilities provided by the customer, negligence of the subscriber or negligence of the Telephone Company shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which mistake, omission, interruption, delay, error or defect in transmission occurs.
- G. The Telephone Company shall be indemnified and saved harmless by the customer against all claims for libel, slander, infringement of copyright or patents, and all other claims arising from material transmitted over Telephone Company facilities or any act or omission of the customer.
- H. Regulations and rates contained herein apply:
 - 1. To private line service between two or more points between Telephone Company exchange areas;
 - 2. To that portion of a joint private line service furnished by the Telephone Company in the case of such service involving Telephone Company exchange areas, and exchange areas of connecting companies within the State of Ohio.

(N)

Issued Date: April 26, 2002 Effective Date: May 28, 2002

8.A.1 <u>DESCRIPTION/GENERAL REGULATIONS</u> (Cont.)

- I. Whenever facilities are provided jointly by the Telephone Company and one or more other telephone companies, the regulations, rates and charges of such other telephone companies apply for the equipment and facilities furnished by them for use in connection with the interexchange service provided by the Telephone Company.
- J. Where it is necessary to use intraexchange or interexchange channel facilities of another telephone company in order to furnish a private line service, such service will be furnished only if satisfactory arrangements can be made with the other company.
- K. The Telephone Company is not liable for any act or omission of any other telephone company furnishing a portion of the service.

(N)

(N)

Issued Date: April 26, 2002 Effective Date: May 28, 2002

8.A.2 BASIC RATE CATEGORIES

(N)

- A. Channel Termination. The Channel Termination rate category provides for the communications path between a customer-designated premises and the serving wire center of that premise. One Channel Termination charge applies per customer-designated premises at which the channel is terminated.
- B. Channel Mileage Termination. The Channel Mileage Termination rate category provides for the termination of transmission facilities between the serving wire centers associated with two customer-designated premises.
- C. Channel Mileage. The Channel Mileage rate category provides for the transmission facilities between the serving wire centers associated with two customer-designated premises. The channel mileage charge applies on a per mile basis of interoffice transport.
- D. Non-Wire Center Connected Channels (Point to Point) is Private Line Service connecting two customer premises without going through a Company wire center or hub.
- E. Optional features and functions are items that may be added to service to improve quality or meet specific communications requirements. Such items may include signaling, conditioning, transfer arrangements, protection switching, etc. The Company's philosophy will be to include as many of such options as is reasonable in the base price of the Private Line Service. Some Optional features are included in this tariff as listed in Sections 8.A.4.A.2, but the list is not all-inclusive. As additional options and features are added to the available list of services, each definition and rate will be added to the appropriate section of this tariff. The Company reserves the right to suggest a charge for non-standard features not included in this tariff, and to then tariff the item upon sale to a subscriber.

8.A.3 TERMINATING OPTIONS DESCRIPTION

Terminating Options provide a clearly delineated interface between Telephone Company and customer facilities at the point of termination at the CDL. Terminating Options facilitate the design, isolation, and testing of the Special Access. The description of each Terminating Option defines the most effective use of the Terminating Option. Although a customer is not restricted from alternate applications, except where such application is harmful to the network, the Telephone Company cannot guarantee technical performance for other than the applications stated below. Terminating Options are nonchargeable.

8.A.4 VOICE GRADE SERVICES

(N)

A. Description

 A Voice Grade (VG) channel is a channel which provides voice frequency transmission capability in the normal frequency range of 300 to 3000 HZ and may be terminated two-wire or four-wire.

2. Description of Supplemental Features

Supplemental Features are items which can be added to a Special Access service to provide enhanced capabilities or improve its utility. References to specific uses or Special Access types indicate the most effective use for each Supplemental Feature. Customer use for other purposes or with other Special Access types is limited only to the extent that such use must not harm the network. Further, the Telephone Company does not guarantee functional operation of Supplemental Features for these alternate applications.

Listed below are the Supplemental Features that are offered under this tariff.

a) Bridging

Bridging is the function of connecting three or more CDLs in a multipoint arrangement. Listed below are those bridging services offered under this tariff.

1) MultiPoint Data Bridging

This feature provides the capability to derive a multipoint data circuit from a single facility and is normally provided on Voiceband facilities provided for transmission of data signals. This function is provided on a per port basis. Polled multipoint data circuits are a typical application of this feature.

2) Voice Conference Bridging

Bridging arrangement to connect multiple Voiceband facilities in order that a voice frequency input signal from any location will be reproduced at the output of all other circuit locations. This function is provided on a per port basis.

8.A.4 VOICE GRADE SERVICES (cont.)

(N)

- A. Description (cont.)
 - 2. Description of Supplemental Features (cont.)
 - a) Bridging (cont.)
 - 3) Alarm Distribution Bridging

Provides polling type bridging capabilities, band splitting filters and conversion of four-wire common terminations up to a capacity of 40 two-wire terminations. This function is offered as two tariff elements. The first element provides all shelving and common equipment for a capacity of 40 two-wire terminations. The second element provides a two-wire port. One common equipment rate element will apply to accommodate up to 40 two-wire terminations. One two-wire port charge will apply to each two-wire Special Access Line terminated in the bridge.

4) DDS Bridging

Provides for a multi-junction unit (MJU) arrangement to bridge 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 56 or 64 kbps DDS facilities. Different speeds cannot be mixed on the same bridge. This function is provided on a per port basis.

b) Conditioning Arrangements - Data

Data conditioning, when utilized in conjunction with effective four-wire Voiceband transmission facilities, improves the characteristics of these facilities. These improved characteristics are not represented to apply to the entire end to end facility of the customer, but only to that portion of the facility provided by the Telephone Company.

There are three types of data conditioning: Type C, Type C-Improved and Type DA. Type C and Type C-Improved conditioning control attenuation distortion and envelope delay distortion. Type DA controls the signal to C-notched noise ratio and intermodulation distortion. Type C and Type DA conditioning may be combined on the same circuit. Type C-Improved and Type DA conditioning may be combined on the same circuit.

(N)

Issued Date: April 26, 2002

Effective Date: May 28, 2002 In Accordance with Case No. 02-995-TP-ATA

8.A.4 <u>VOICE GRADE SERVICES (cont.)</u>

(N)

- A. Description (cont.)
 - 2. Description of Supplemental Features (cont.)
 - b) Conditioning Arrangements Data (cont.)

Data conditioning is charged for on a per Special Access Line basis. The parameters listed for each type of data conditioning apply from two or more CDLs located within the Telephone Company serving area. Conditioning parameters apply to each end of a two-point circuit. For multipoint circuits, the conditioning parameters apply from any CDL to either the point of interface at another CDL or the first Telephone Company bridging point depending on the circuit configuration. These parameters are not applicable to High Capacity or Wideband Analog points of interface, because there is no voice frequency test access point. In these instances, the data conditioning parameters apply to the last telephone company voice frequency test access point before the High Capacity or Wideband Analog point of interface.

1) Type C

Type C conditioning of Voiceband facilities provides a facility with the following transmission parameters in addition to the standard parameters for Voiceband circuits.

- a.1 Attenuation distortion with reference to 1004 Hz.
- b.1 Envelope delay distortion
- 2) Type C-Improved

Type C-Improved conditioning of Voiceband facilities provides a facility with the following transmission parameters in addition to the standard parameters for Voiceband circuits.

a.1 Improved attenuation distortion with reference to 1004 Hz.

8.A.4 **VOICE GRADE SERVICES (cont.)**

(N)

- A. Description (cont.)
 - 2. Description of Supplemental Features (cont.)
 - b) Conditioning Arrangements Data (cont.)
 - 2) Type C-Improved (cont.)
 - b.1 Improved envelope delay distortion

The customer may choose to order improved Attenuation Distortion or Improved Envelope Delay Distortion or both configurations. The rates specified for Type C-Improved conditioning, in Section 10 of this Tariff, will apply regardless of the configuration specified.

3) Type DA

Type DA conditioning of Voiceband facilities provides a facility with the following transmission parameters in addition to the standard parameters for Voiceband circuits.

- a.1 Signal to C-notched noise ratio.
- b.1 Nonlinear signal to second order distortion.
- c.1 Nonlinear signal to third order distortion.
- c) Signaling Arrangements

Signaling arrangements, when furnished with Voiceband transmission facilities, enable the facilities to accommodate standard telecommunications signaling protocols. Signaling arrangements provide for the conversion of one signaling method to another signaling method and/or extension of a signaling method at customer and Telephone Company interfaces and enables the transmission facilities to accommodate signaling transmission. Signaling arrangements are available with Voiceband transmission facilities to enable transmission of requested signaling formats. The third and fourth protocol characters of the Network Channel Interface (NCI) and Secondary Network Channel Interface (SEC NCI) codes as indicated on the customer's order, reflect signaling activity. Typical protocol characters contained in the NCI or SEC NCI codes that designate signaling arrangements are: AB, AC, DS, DX, DY, EA, EB, EC, EX, GO, GS, LA, LB, LC, LO, LR, LS, NO, RV and SF.

8.A.4 <u>VOICE GRADE SERVICES (cont.)</u>

(N)

- A. Description (cont.)
 - 2. Description of Supplemental Features (cont.)
 - c) Signaling Arrangements (cont.)

The customer identified NCI and SEC NCI codes will be considered the customer's request for signaling. The Telephone Company will endeavor to provide the specific signaling protocols requested by the customer. In those cases where facilities and equipment are not available to meet the customer's specific requests, the Telephone Company will provide the customer acceptable alternate protocols. To properly provision SF signaling, when associated signaling code is DS (PCM), additional information of SF requirements (loop signaling type DX/E&M or ringdown) must accompany the customer's order.

Signaling arrangement charges apply whenever interfaces at the customer premises or at the customer's Telephone Company serving wire center require a signaling arrangement other than those provided with the Termination Options in 8.A.4.B following. Signaling Arrangements will be charged on a per SAL basis. Specifically, a signaling charge applies if the signaling protocol characters in the NCI and the SEC NCI fields are different and include one of the following codes: RV, EX, SF, DX, DY, DS, AB.

For the above conditions, one additional signaling charge applies for each additional leg of multipoint circuit. When a Multiplexing Arrangement is ordered that converts a single higher capacity or bandwidth circuit into several lower Voiceband circuits, the Voiceband Signaling Arrangements are provided as part of the Multiplexing Arrangement, and no additional Signaling Arrangement charges will apply.

A signaling charge applies in addition to any other applicable signaling charge when loop range extension equipment is required. The Telephone Company will obtain customer approval for signaling range extension equipment.

Listed below are the Signaling Arrangements offered under this tariff:

1) Loop Signaling Range Extension – An arrangement to extend the metallic resistance limitations of loop type signaling.

(N)

Issued Date: April 26, 2002

8.A.4 **VOICE GRADE SERVICES (cont.)**

(N)

- A. Description (cont.)
 - 2. Description of Supplemental Features (cont.)
 - c) Signaling Arrangements (cont.)
 - 2) Conversion of Loop or E&M Signaling to SF An arrangement to convert loop or E&M signaling to the single frequency signaling format.
 - 3) E&M to DX Signaling Conversion Conversion of E&M signaling to the DX signaling format.
 - 4) E&M to Loop Signaling Conversion Conversion of E&M signaling format to the loop type signaling.
 - 5) Loop or E&M to PCM Signaling Conversion of loop or E&M signaling to the digital (PCM) signaling format.
 - 6) Automatic Ringdown Signaling (ARD) A signaling arrangement on a two-point Special Access which converts loop seizure at one end of the facility into ringing signal at the opposite end.
 - d) Echo Control
 - 1) Echo Suppression

An arrangement provided at the customer's request to attenuate reflected speech energy on a four-wire facility. This conditioning is generally required on circuits with long propagation delay. Echo suppression is charged on a per Special Access circuit basis. Echo suppression is an obsolete service offering and is applicable only to those circuits equipped with echo suppression prior to January 1, 1987. Any service rearrangements or order activity on the circuits equipped with echo suppression may require a change to echo canceller as described below.

2) Echo Canceller

An arrangement provided at the customer's request to cancel reflected speech energy on a four-wire facility. This conditioning is generally required on circuits with long propagation delay. Echo canceller is charged on a per Special Access circuit basis.

Effective Date: May 28, 2002

(N)

Issued Date: April 26, 2002

8.A.4 VOICE GRADE SERVICES (cont.)

(N)

- A. Description (cont.)
 - 2. Description of Supplemental Features (cont.)
 - e) Improved Return Loss

Improved Return Loss provides for increased echo return and signaling return parameters of an effective two-wire channel. This optional feature is available with certain Voiceband services at a two-wire point of termination when the transmission interface is four-wire at one CDL and two-wire at the other CDL. Placement of Telephone Company equipment may be required at the customer's premises with the two-wire point of termination.

Improved Return Loss rates and charges will apply on a per Special Access Line basis at the rates specified in Section 10 and Section 11 of this Tariff.

f) Voiceband Facility Switching Arrangement

An arrangement to provide switching between two Voiceband Special Access Services. This arrangement may require a Voiceband control circuit to control the switching arrangement at an additional charge.

g) Automatic Protection Switch

Consists of special switching equipment placed at both ends of a duplicate DS1 facility (i.e., DS1, High Capacity Circuit) for automatic switching to the duplicate (standby) facility in the event the active facility is inoperative.

Duplicate facilities may terminate at a serving wire center, a CDL or both. The option provided under this tariff only includes the APS(s) located at a serving wire center(s). When the duplicate facility terminates at a CDL, the customer will be responsible for providing the associated APS and ensuring it is compatible with the Telephone Company provided switch if appropriate.

The duplicate facilities are not a part of this supplemental feature.

8.A.4 <u>VOICE GRADE SERVICES (cont.)</u>

(N)

- A. Description (cont.)
 - 2. Description of Supplemental Features (cont.)
 - h) Improved Termination Option

Improved Termination provides for a fixed 600 ohm impedance, an increased range of transmission levels, and simplex reversal (when applicable) on an effective four-wire channel. This optional feature is available with most Voiceband services with a four-wire point of termination. Telephone Company equipment is required at the customer's premises where this option is ordered.

The Improved Termination option will be ordered and rates and charges, as set forth in Section 10 and Section 11 of this Tariff, will apply on a per SAL basis.

i) Improved Equal Level Echo Path Loss Option – ELEPL-2

This option provides echo control parameters for an effective two-wire channel at a four-wire point of termination. Placement of Telephone Company equipment may be required at the customer's premises with the two-wire point of termination.

The term "Equal Level Echo Path Loss" (ELEPL) represents the measure of Echo Path Loss (EPL) at a four-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP), i.e., ELEPL = EPL – TLP (send) + TLP (receive).

Improved ELEPL rates and charges will apply on a per SAL basis at the rates set forth in Section 10 and Section 11 of this Tariff.

8.A.4 VOICE GRADE SERVICES (cont.)

(N)

A. Description (cont.)

3. Four-Wire/Two Wire Conversions

When a customer requests that an effective four-wire channel be terminated with a two-wire channel interface at the customer designated premises, a four-wire to two-wire conversion is required. The rate for the conversion is included as part of the basic Channel Termination rate.

B. Terminating Options

1. Two-Wire Voice Grade, Non-Data, Without Signaling

This option provides a two-wire interface to a customer and terminates an effective two-wire facility furnished for voice transmission only. Customer provided signaling must be limited to tones in the voice band. Customer provided voiceband signaling equipment must limit transmission power to 0.0 dBm peak and -13 dBm average power over a three-second period.

Four-Wire Voice Grade, Non-Data, Without Signaling

This option provides a four-wire interface to the customer terminal equipment and terminates an effective four-wire facility furnished for voice transmission only. Customer provided signaling must be limited to tones in the voiceband. Customer provided voice band signaling equipment must limit transmission power to 0.0 dBm peak and -13 dBm average power over a three-second period.

3. Voice Grade Data Termination

This option provides a two-wire or four-wire transmission interface to a customer's private line data modem and terminates an effective four-wire facility furnished for voiceband data transmission.

4. Two-Wire Voice Grade Station Connecting Facility Termination

This option provides a means to terminate an effective two-wire facility or an effective four-wire facility with a two-wire customer interface on a telephone, key system, PBX, ACD, or similar equipment. This option is normally used to terminate facilities that furnish foreign central office service, the station end of PBX off premises service, or private switched service network access lines. The option provides both the transmission and loop signaling functions normally associated with these services. The option is also used to terminate facilities arranged with automatic ringdown signaling. This option provides the loop and ringdown signaling with the facility.

8.A.4 VOICE GRADE SERVICES (cont.)

(N)

- B. Terminating Options (cont.)
 - 5. Four-Wire Voice Grade Station Connecting Facility Termination

A terminating option similar to (4) preceding used to terminate effective four-wire foreign central office service. The option provides a four-wire transmission interface to the customer terminal equipment and the loop signaling function normally associated with these services. This option provides the loop and ringdown signaling with the facility.

6. <u>Two-Wire Station Connecting Facility Termination for the Open End of an Off Premises PBX Extension</u>

Terminating options are available depending on the signaling range of the PBX (or similar system) as defined in Part 68 of the FCC Rules and Regulations. Type 1 is an option requiring range extension equipment at the CDL. Type 2 is an option with no range extension equipment at the CDL. If needed, the loop signaling range equipment for Type 1 must be specifically specified, see Section 8.A.4.A.2 preceding for available arrangements.

7. <u>Dial Repeating Tie Trunk Termination</u>

Two network terminating options are provided for terminating effective four-wire transmission facilities used to furnish dial repeating tie trunk services. These options are described in terms of the interface they provide to a PBX (or similar system).

- a) A Type I tie line termination provides the customer with a two-wire transmission interface and includes either two-wire or four-wire E&M type signaling. Transmission and signaling interface options available are described in Part 68 of the FCC Rules and Regulations. This option provides the E&M type signaling with the facility.
- b) A Type III tie line termination provides the customer with a four-wire transmission interface and includes either two-wire or four-wire E&M type signaling. Transmission and signaling options available are described in Part 68 of the FCC Rules and Regulations. This option provides the E&M signaling with the facility.
- Basic rate categories are listed in Section 8.A.2 following.

8.A.5 DIGITAL DATA SERVICE

(N)

A. Service Description

- 1. Digital Data Service is a digital transmission service that provides for the transmission of digital data only and is furnished via digital transmission facilities. The service provides for the simultaneous two-way transmission of synchronous digital signals at speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps between two or more points within a LATA.
- 2. Digital Data Service is designed to meet or exceed a performance objective of 99% error-free seconds of transmission per 1000 seconds on a daily basis and 99.9% availability on an annual basis when measured through the digital termination equipment.

B. Definitions

- 1. <u>Bridging</u> Provides for the parallel connection of one virtual circuit to another virtual circuit without interrupting the integrity or continuity of the first. This service is only available from a Company-designated digital hub.
- 2. <u>Digital Service Unit/Channel Service Unit (DSU/CSU)</u> Equipment provided by the customer to terminate a digital circuit on the customer's premises. In addition, a DSU/CSU performs amplification, signal shaping and remote loop-back functions.
- 3. <u>Interoffice Channel</u> The transmission circuit between Serving Wire Center of the customer's designated premises and the Company's Serving Wire Centers within a LATA. The Company determines the exact manner of the provisioning of an interoffice Channel.
- 4. <u>Intraoffice Channel</u> Point-to-Point or Multi-Point (three or more) circuits that connect through only one (1) Serving Wire Center.
- 5. <u>Local Channel Termination</u> The circuit from the customer's premises to the Serving Wire Center.

8.A.5 DIGITAL DATA SERVICE (cont.)

(N)

- B. Definitions (cont.)
 - 6. Nonrecurring Charge (NRC) A one-time charge for the initial installation, the installation of functions and features, and service rearrangements.
 - 7. <u>Primary Channel</u> The channel that operates parallel with the secondary channel over the same physical facility, but a higher bit rate.
 - 8. <u>Serving Wire Center (SWC)</u> The local telephone central office assigned to subscribers in a predetermined geographic area.

C. General Regulations

- Digital Data Service is furnished for duplex operation between two or more points
 within a LATA. The regulations and rates specified in this tariff are in addition to the
 applicable regulations and rates specified in other tariffs and other sections of this
 tariff.
- 2. Digital Data Service is furnished for intraexchange and interexchange and is subject to the availability of digital facilities as determined by the Company.
- 3. Digital Data Service is furnished on a twenty-four hours per day, seven-day per week basis. The minimum service period is three (3) months. Digital Data Service may be ordered on a month-to-month basis or under an Optional Payment Plan of 1, 2, 3, and 5 years.
- 4. Suspension of service at the customer's request, as defined in Section 2 of this tariff, is not allowed.
- 5. A DSU/CSU or other appropriate digital terminating equipment is required at the customer's premises to provide the proper interface between the Company's network and the customer's equipment.

(N)

Issued Date: April 26, 2002

8.A.5 <u>DIGITAL DATA SERVICE (cont.)</u>

- C. General Regulations (cont.)
 - 6. The design, maintenance and operation of Digital Data Service is based on communications originating or terminating at the customer's stations. The Company does not represent this service as adaptive for any other purpose and is not responsible for any use other than that intended.
 - 7. Digital Data Service as furnished by the Company may be connected to other services furnished by the Company.
 - 8. Whenever facilities are provided jointly by the Company and one or more other telephone companies, the regulations, rates and charges of such other telephone companies apply for the equipment and facilities furnished by them for use in connection with the interexchange Digital Data Service provided by the Company.
 - 9. The Company will provide a digital facility over current interoffice carrier equipment where technically feasible. If new equipment and facilities or changes to existing facilities are required to provision Digital Data Service, Special Construction Charges may apply in addition to the rates in Section 10 following.

(D)

Issued Date: November 18, 2002 Effective Date: December 20, 2002

(D)

SECTION 8.A PRIVATE LINE TELEPHONE SERVICE (VERIZON) (Cont.)

8.A.5 <u>DIGITAL DATA SERVICE (cont.)</u>

- C. General Regulations (cont.)
 - 10. A Termination Liability Charge may be applicable at the date of termination and can be computed under the conditions specified in Sections 8.A.7.F of this tariff section.
 - 11. The customer is responsible for payment of a Trouble Location Charge for visits by the Company to the customer's premises when a service difficulty resulting in a trouble report is caused by the use of equipment or facilities provided by the customer.
 - 12. Nonrecurring Charges will apply to all changes made to a customer's Digital Data Service at the customer's request. These changes are defined as additions, deletions and rearrangements of the customer's Digital Data Service configuration. Service Connection Charges as specified in Section 10 of this tariff also apply as appropriate.

D. Obligations of the Company

- 1. The responsibility of the Company is limited to the furnishing and maintenance of service to a network interface on the customer's premises where provisions are made to connect to the customer's terminal equipment.
- 2. The Company is not responsible for installation, operation or maintenance of any customer owned terminal equipment or communication system. Digital Data Service is not represented as adapted to the use for such equipment or systems. The Company is not responsible for the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission; or the reception of signals by such equipment or systems; or damage to terminating equipment or communications systems provided by a customer or authorized user due to testing.
- 3. The Company is not responsible to the customer if changes in any of the facilities, operations or procedures of the Company used to provision Digital Data Service render any customer provided equipment, systems or facilities obsolete or affect their performance or require modification or alteration of them, provided that the Company has met any applicable information disclosure requirements otherwise required by law.

Issued Date: November 18, 2002

Effective Date: December 20, 2002

8.A.5 DIGITAL DATA SERVICE (cont.)

(N)

- D. Obligations of the Company (cont.)
 - 4. In order to maintain the quality of Digital Data Service, the Company reserves the right to perform preventative maintenance and software updates to the network. The Company has classified maintenance as follows:
 - a) Scheduled Maintenance

Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. The Company will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. The Company will provide advance notice of all scheduled maintenance.

b) Demand Maintenance

Demand maintenance may occur as a result of unexpected events and is performed when Digital Data Service network elements are in jeopardy. The Company will perform this type of maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not be possible; however, the customer will be informed when the maintenance has been completed.

E. Obligations of the Customer

- 1. The customer must provide a DSU/CSU or appropriate digital terminating equipment to connect a Digital Data Service digital facility. The customer must provide the terminal equipment to support the Secondary Channel. This equipment must comply with the technical requirements outlined in Parts 15 and 68 of the FCC's Rules and Regulations.
- 2. The customer is responsible for any necessary customer provided equipment adjustments or modifications, up to and including replacement, due to technological changes or rearrangements in the network.

(N)

Issued Date: April 26, 2002

8.A.5 DIGITAL DATA SERVICE (cont.)

(N)

- E. Obligations of the Customer (cont.)
 - The customer is responsible for testing, sectionalization and clearance of trouble conditions or service difficulties on any terminal equipment or communications systems connected to Digital Data Service unless such services are contracted for separately or are covered under other tariffed services.
 - 4. Customer-provided terminal equipment or communications systems and the operating characteristics of such equipment or systems must not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment or systems do not endanger the safety of the public or Company employees and do not require the change or alteration of Company equipment or facilities. Upon notice from the Company that such customer provided equipment is causing or is likely to cause such interference or hazard, the customer is required to take steps to remove or prevent such interference or hazard.
 - 5. The customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company.
 - 6. Customers or users may create digital bit streams from Digital Data Service by use of their own derivation equipment. Such equipment may be connected for transmission of digital bit streams when connected through a customer-provided DSU/CSU equipment.
 - 7. For maintenance purposes, upon request of the Company, the customer will be responsible for notifying the Company of the type of digital terminating equipment used.

(N)

Issued Date: April 26, 2002

8.A.5 <u>DIGITAL DATA SERVICE (cont.)</u>

(N)

F. Service Components

1. Local Channel Termination

- a) A Local Channel Termination is furnished between a customer's designated premises and the Serving Wire Center. Point-to-Point applications have two (2)
 Local Channel Terminations. Multi-Point applications have a Local Channel Termination at each customer designated premises.
- b) The First Nonrecurring Charge for a Local Channel Termination is applicable for the first Local Channel Termination to a customer's designated premises only. For each additional Local Channel Termination to the same premises ordered at the same time, the Additional Nonrecurring Charge applies.

2. Interoffice Channel, Fixed

The Interoffice Channel, Fixed is a fixed monthly charge applicable for each circuit provisioned through two Serving Wire Centers or Central Offices.

3. Interoffice Channel, Per Mile

The Interoffice Channel is furnished on a circuit that requires interoffice mileage. Rates are based on airline distance between the two (2) Serving Wire Centers.

4. Bridging

Bridging applies when three or more Local Channel Terminations are required. One Bridging charge applies per Local Channel Termination.

G. Terminating Options

Provides DDS Special Access interface for use in providing simultaneous two-way transmission of sequential bipolar data signals at transmission speeds of 2.4 Kbps, 4.8 Kbps, 9.6 Kbps, 19.2 Kbps, 56 Kbps or 64 Kbps over four-wire facilities.

8.A.6 HIGH CAPACITY SERVICE

(N)

A. Service Description

High Capacity Service is a digital transmission service that provides for the transmission of digital data only and is furnished via digital transmission facilities. The service provides for the simultaneous two-way transmission of synchronous digital signals at 1.544 Mbps between two points within a LATA.

High Capacity Service is designed to meet or exceed a performance objective of 99% errorfree seconds of transmission per 1000 seconds on a daily basis and 99.9% availability on an annual basis when measured through the digital termination equipment.

B. Definitions

- Digital Service Unit/Channel Service Unit (DSU/CSU) Equipment provided by the
 customer to terminate a digital circuit on the customer's premises. In addition, a
 DSU/CSU performs amplification, signal shaping and remote loop-back functions.
- 2. <u>Interoffice Channel</u> The transmission circuit between Serving Wire Center of the customer's designated premises and the Company's Serving Wire Centers within a LATA. The Company determines the exact manner of the provisioning of an Interoffice Channel.
- 3. <u>Intraoffice Channel</u> Point-to-point circuits that connect through only one Serving Wire Center.
- 4. <u>Local Channel Termination</u> The circuit from the customer's designated premises to the Serving Wire Center or from the customer's designated premise to a Company hub.
- 5. <u>Nonrecurring Charge (NRC)</u> A one-time charge for the initial installation, the installation of functions and features and service rearrangements.

8.A.6 <u>HIGH CAPACITY SERVICE</u> (cont.)

(N)

- B. Definitions (cont.)
 - 6. <u>Serving Wire Center</u> The local telephone central office assigned to subscribers in a predetermined geographic area.
 - Fractional DS1 Channels Fractional DS1 channels provide simultaneous, two-way transmission at contiguous bit rates of 112, 128, 224, 256, 336, and 384 Kbps.
 Fractional DS1 channels operate over the combined bandwidth of adjacent channels to create a contiguous bit rate.

C. General Regulations

- 1. High Capacity Service is furnished for simultaneous two-way transmission of digital signals at a speed of 128, 256, 384 Kbps and 1.544 Mbps between two points located within the same LATA. High Capacity Service may be terminated into Company switching equipment for the purpose of provisioning network interconnection to Mobile Service Providers. High Capacity Service may also terminate into Company switching equipment to provide Voice Access Service. The regulations and rates specified in this tariff are in addition to the applicable regulations and rates specified in other tariffs and other sections of this tariff.
- 2. High Capacity Service is furnished for intraexchange and interexchange and is subject to the availability of digital facilities as determined by the Company.
- 3. Each High Capacity Service facility is comprised of two (2) Local Channel Terminations. Where both premises are served by the same wire center, the service will consist of two (2) Local Channel Terminations. Where each premises is served by different wire centers, the service will consist of two (2) Local Channel Terminations and the applicable interoffice Channel Fixed and Interoffice Channel Per Mile charges.

8.A.6 <u>HIGH CAPACITY SERVICE</u> (cont.)

(N)

- C. General Regulations (cont.)
 - 4. High Capacity Service is furnished on a twenty-four hours per day, seven-day per week basis. The minimum service period is three (3) months. High Capacity Service may be ordered on a month-to-month basis or under a Term Discount Plan for fixed periods of 1, 2, 3 and 5 years.
 - 5. Temporary Suspension of Service at the customer's request, as defined in Section 2 of this tariff, is not allowed.
 - 6. A DSU/CSU or another appropriate digital terminating equipment is required at the customer's premises to provide the proper interface between the Company's network and the customer's equipment.
 - 7. The design, maintenance and operation of High Capacity Service is based on communications originating or terminating at the customer's stations. The Company does not represent this service as adaptive for any other purpose and is not responsible for any use other than that intended.
 - High Capacity Service as furnished by the Company may be connected to other services furnished by the Company.
 - 9. Fractional DS1 channels provide simultaneous, two-way transmission at contiguous bit rates of 112, 128, 224, 256, 336, and 384 Kbps. Fractional DS1 Channels operate over the combined bandwidth of adjacent channels to create a contiguous bit rate. Due to technical limitations associated with the provision of Fractional DS1 Channels, this service will be offered only in end offices where a compatible channel bank exists and the distance between the central office and the customer designated premises is less than or equal to twelve thousand (12,000) feet.
 - 10. The customer must furnish appropriate digital terminating equipment on the customer premises. To ensure satisfactory operation, digital terminating equipment provided by the customer must be compatible with High Capacity Service.

(N)

Issued Date: April 26, 2002 Effective Date: May 28, 2002

8.A.6 <u>HIGH CAPACITY SERVICE</u> (cont.)

(N)

- C. General Regulations (cont.)
 - 11. The rates specified for High Capacity Service contemplate the provision of a digital quality facility over existing intraoffice and interoffice equipment and facilities compatible with this service. If new equipment or changes to existing facilities are required to provide this service, Special Construction Charges will apply in addition to the rates for High Capacity Service.
 - 12. The Term Discount Plan (TDP) provides for rates to be discounted based on the length of the service commitment period selected by the customer. If the customer chooses to disconnect all or a portion of the TDP service prior to the expiration of the TDP period, a Termination Liability Charge will apply to those circuits that are disconnected under the conditions specified in Section 8.A.8.N. of this tariff.
 - 13. Whenever facilities are provided jointly by the Company and one or more other telephone companies, the regulations, rates and charges of such other telephone companies apply for the equipment and facilities furnished by them for use in connection with the interexchange High Capacity Service provided by the Company.
 - 14. The Company will provide a digital facility over current interoffice carrier equipment where technically feasible. If new equipment and facilities or changes to existing facilities are required to provision High Capacity Service, Special Types of Construction or Facilities may apply.
 - 15. The customer is responsible for payment of a Maintenance of Service Charge for visits by the Company to the customer's premises when a service difficulty resulting in a trouble report is caused by the use of equipment or facilities provided by the customer.

8.A.6 <u>HIGH CAPACITY SERVICE</u> (cont.)

(N)

- C. General Regulations (cont.)
 - 16. Nonrecurring Charges will apply to all changes made to a customer's High Capacity Service at the customer's request. These changes are defined as additions, deletions and rearrangements of the customer's High Capacity Service configuration. Service Connections, Changes, and Moves as specified in this tariff also apply as appropriate.
- D. Obligations of the Company
 - 1. The responsibility of the Company is limited to the furnishing and maintenance of service to a network interface on the customer's premises where provisions are made to connect to the customer's terminal equipment.
 - 2. The Company is not responsible for installation, operation or maintenance of any customer owned terminal equipment or communication system. High Capacity Service is not represented as adapted to the use for such equipment or systems. The Company is not responsible for the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission; or the reception of signals by such equipment or systems; or damage to terminating equipment or communications systems provided by a customer or authorized user due to testing.
 - 3. The Company is not responsible to the customer if changes in any of the facilities, operations or procedures of the Company used to provision High Capacity Service render any customer provided equipment, systems or facilities obsolete or affect their performance or require modification or alteration of them, provided that the Company has met any applicable information disclosure requirements otherwise required by law.

8.A.6 HIGH CAPACITY SERVICE (cont.)

(N)

- D. Obligations of the Company (cont.)
 - 4. In order to maintain the quality of High Capacity Service, the Company reserves the right to perform preventative maintenance and software updates to the network. The Company has classified maintenance as follows:
 - a) Scheduled Maintenance

Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. The Company will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. The Company will provide advance notice of all scheduled maintenance.

b) Demand Maintenance

Demand maintenance may occur as a result of unexpected events and is performed when Company network elements are in jeopardy. The Company will perform this type of maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not be possible; however, the customer will be informed when the maintenance has been completed.

- E. Obligations of the Customer
 - The customer must provide a DSU/CSU or appropriate digital terminating equipment
 to connect a High Capacity Service digital facility. The customer must provide the
 terminal equipment to support the Secondary Channel. This equipment must comply
 with the technical requirements outlined in Parts 15 and 68 of the FCC's Rules and
 Regulations.
 - 2. The customer is responsible for any necessary customer provided equipment adjustments or modifications, up to and including replacement, due to technological changes or rearrangements in the network.

(N)

Issued Date: April 26, 2002

8.A.6 HIGH CAPACITY SERVICE (cont.)

(N)

- E. Obligations of the Customer (cont.)
 - 3. The customer is responsible for testing, sectionalization and clearance of trouble conditions or service difficulties on any terminal equipment or communications systems connected to High Capacity Service unless such services are contracted for separately or are covered under other tariffed services.
 - 4. Customer-provided terminal equipment or communications systems and the operating characteristics of such equipment or systems must not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment or systems do not endanger the safety of the public or Company employees and do not require the change or alteration of Company equipment or facilities. Upon notice from the Company that such customer provided equipment is causing or is likely to cause such interference or hazard, the customer is required to take steps to remove or prevent such interference or hazard.
 - The customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company without the prior written consent of the Company.
 - Customers or users may create digital bit streams from High Capacity Service by use of their own derivation equipment. Such equipment may be connected for transmission of digital bit streams when connected through a customer-provided DSU/CSU equipment.
 - 7. For maintenance purposes, upon request of the Company, the customer will be responsible for notifying the Company of the type of digital terminating equipment used.

F. Terminating Options

1. High Capacity Digital DS1*

Provides a High Capacity Digital DS1 Special Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 1.544 Mbps.

* High Capacity DS1 and DS3 services may be provided between service areas where facilities and conditions permit.

8.A.6 <u>HIGH CAPACITY SERVICE</u> (cont.)

(N)

F. Terminating Options (cont.)

2. High Capacity Digital DS1C

Provides a High Capacity Digital DS1C Special Access Interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 3.152 Mbps.

3. Fractional T1 Service

Provides a DS1 Special Access Interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals and is limited to groupings of N x 56 Kbps or N x 64 Kbps where N equals 2, 4, or 6.

4. High Capacity Digital DS3*

Provides a High Capacity Digital DS3 Special Access Interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 44.736 Mbps. The Telephone Company will provide either an interface with Telephone Company electronics (electrical) or an interface without Telephone Company electronics (optical) as specified by the customer. EIS is not available with DS3 services provided with an optical interface.

5. High Capacity Digital DS3C

Provides a High Capacity Digital DS3C Special Access Interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 89.472 Mbps. The Telephone Company will provide an optical interface with this service unless the service is provided via microwave, in which case, an electromagnetic interface is provided, or unless the customer requests an electrical interface.

High Capacity Digital E1

Provides a High Capacity Digital E1 Special Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 2.048 Mbps and is only provided with an electrical interface. Before confirming the order for E1 service, the Telephone Company will verify the availability of fiber optic facilities at the CDL. Where suitable fiber optic facilities do not exist, customers may request the Telephone Company to provide such facilities at additional charge.

* High Capacity DS1 and DS3 services may be provided between service areas where facilities and conditions permit.

8.A.7 OPTIONAL PAYMENT PLAN FOR DIGITAL DATA SERVICE AND HIGH CAPACITY SERVICE

A. Optional Payment Plan (OPP)

1. General

- a) The terms and conditions specified herein are applicable to FT1 and DDS services. Additional terms and conditions for FT1 OPP are set forth in 8.A.7.H. Additional terms and conditions for DDS are set forth in 8.A.7.I.
- b) Only the Special Access Line (SAL) rate element is available under an OPP. All other associated rate elements or additional features are available at the standard month-to-month tariffed rates and regulations.
- c) FT1 OPP SAL rates will not be greater than standard month-to-month SAL rates.
- d) Three year and five year OPP rates will be equal to or less than the one year OPP rates. Decreases to the one year OPP will flow through to the three year and five year OPP.
- e) Payment periods of one year, three years, and five years are available to all customers at the applicable rates set forth in Section 10 of this Tariff regardless of when they subscribe to an OPP arrangement.
 - f.) The customer must designate on the order the payment period for the OPP.
 - g) Inside moves will not incur termination liability charges.
 - h) Outside moves will allow the customer to retain the same OPP payment period. Any other move will be treated as a disconnect of the service and termination liability charges will apply.

(D)

8.A.7 OPTIONAL PAYMENT PLAN FOR DIGITAL DATA SERVICE AND HIGH CAPACITY (N) SERVICE (cont.)

B. Changes in Length of OPP Period

Prior to the completion of the selected OPP period, the customer may elect to convert to a new OPP period of the same or different length, subject to the following conditions:

- No credit toward the new payment period will be given for payments made under the original OPP arrangement.
- Nonrecurring charges will not be reapplied for existing service(s).
- If the new OPP period is shorter in length than the time remaining under the existing OPP, the change to the new OPP period constitutes a disconnect of the existing OPP service and termination liability charges apply.

C. Renewal Options

- 1. At the expiration of an OPP period, the Telephone Company will automatically renew the service at the same OPP period unless the customer chooses to convert to a different OPP period, convert to month-to-month rates or discontinue service.
- Conversion to a different OPP period will require the customer to submit a change order. Conversion to a different OPP period will be allowed without application of any nonrecurring or ordering charges.
- 3. Conversion to month-to-month rates will be treated as a disconnect of service and establishment of new service. If no other changes are ordered, no NRCs will apply.

D. Notification of Discontinuance

An order for discontinuance of an OPP arrangement must be received by the Telephone Company at least thirty (30) days prior to actual disconnect of service. Monthly charges will apply for a period of thirty (30) days from the date the Telephone Company receives disconnect notification or until the requested disconnect date, whichever period is longer.

(N)

Issued Date: April 26, 2002

8.A.7 OPTIONAL PAYMENT PLAN FOR DIGITAL DATA SERVICE AND HIGH CAPACITY (N) | SERVICE (cont.)

E. Upgrade to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed during an OPP period, subject to the following conditions:

- The upgraded service will be subject to all appropriate nonrecurring charges.
- Termination liability charges will not apply as long as the upgraded service remains connected at the same points of terminations or meets the requirements.
- If the upgrade involves establishing a multiplexing arrangement, termination liability charges will not apply if the hub wire center is the same one associated with the customer designated location.

F. Termination Liability

When an OPP service is discontinued prior to the end of the period, termination liability charges, as set forth below, will apply based on the remainder of the OPP period in effect at the time of disconnect.

One Year OPP - 50% of any remaining portion of the first year's recurring charges.

Three Year OPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third years, the customer will be liable for 10% of the total monthly recurring charges in that time period.

<u>Five Year OPP</u> – 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, the customer will be liable for 20% of the total monthly recurring charges in that time period.

G. Termination Without Liability

During an OPP period, should the currently effective rate for a customer's service increase, the customer may, at his/her option, terminate the OPP arrangement without penalty or liability.

8.A.7 OPTIONAL PAYMENT PLAN FOR DIGITAL DATA SERVICE AND HIGH CAPACITY (N) SERVICE (cont.)

H. OPP for FT1 Service

A customer may change from DS1 OPP service to an FT1 OPP service subject to the following rate applications. Also, a customer may change the number of channels of an N x 56 Kbps or N x 64 Kbps service to another higher value of N (where N = 2, 4 or 6), subject to the following rate applications:

- The changed service will be subject to all appropriate nonrecurring charges.
- Termination liability charges will not apply as long as the changed service remains connected at the same points of terminations.
- If the change involves establishing a multiplexing arrangement, termination liability charges will not apply if the hub wire center is the same one associated with the customer designated location.

I. OPP for DDS

- For conversion of existing month-to-month DDS to an OPP arrangement, the
 customer will be required to submit a change order to convert to the OPP. No service
 or billing interruption will occur when a customer converts from month-to-month rates
 to OPP rates. If no other changes to the service are ordered, no charges will apply.
- 2. A customer may upgrade from a DDS OPP to an FT1 OPP subject to the following rate applications:
 - The changed service will be subject to all appropriate nonrecurring charges.
 - Termination liability charges will not apply as long as the changed service remains connected at the same points of terminations.

(N)

Issued Date: April 26, 2002

8.A.8 TERM VOLUME PLAN (TVP)

(N)

A. DS1 Term Volume Plan (TVP)

1. Description

The DS1 Term Volume Plan (TVP) allows customers discounts, which are applied to DS1 SALs based upon a volume and term commitment. The customer's DS1 SAL commitment level can be established on a nationwide basis or negotiated between the customer and the Telephone Company (i.e., state basis, regional basis, etc.). The TVP is offered for a 1, 2, 3 or 5 year term commitment period. All of the customer's TVP DS1 SALs will be billed at the same rate, based upon the length of the term selected by the customer and the threshold level in which the commitment quantity falls. All other associated rate elements or additional features are available at the standard month-to-month tariffed rates and regulations.

During the TVP term, the customer may elect to increase the term or commitment level of the plan without any Termination Liability, provided there is no lapse of time between the effective date of the increase and the termination of the previously effective term or commitment quantity.

The new term length begins on the same start day as the term length it replaces. There will not be any retroactive adjustments of a discount due to a customer-initiated change in term or commitment quantity.

B. Rate Application

For conversion of existing month-to-month DS1 service to a TVP arrangement, the customer will be required to submit written notification or a change order to convert to the TVP. No service or billing interruption will occur when a customer converts from month-to-month rates to a TVP. If no other changes to the service(s) are ordered, no charges will apply.

If a change involves establishing a multiplexing arrangement, termination liability charges will not apply if the hub wire center and the serving wire center of the customer designated location are the same.

(N)

Issued Date: April 26, 2002

8.A.8 TERM VOLUME PLAN (TVP) (cont.)

(N)

C. Rate Changes

Rate changes in the TVP monthly recurring DS1 SAL rates will be passed on to subscribers of the plan. However, during the TVP period, should the rates increase, the customer may, at his/her option, terminate the TVP arrangement without penalty or liability, unless the increase is a result of FCC action.

D. Threshold Levels

Two or more DS1 SALs are required to qualify for a TVP. Rates are applied based on the following DS1 SAL threshold levels: 2-60, 61-120, 121-240, 241-500, 501-1000, 1001-3000, 3001-6000, 6001-11,000 and over 11,000.

E. Changes to Commitment Quantity or Term

At any time during the plan term, the customer may increase the commitment quantity of DS1 SALs or commitment term to receive a lower threshold rate by submitting written notification to the Telephone Company.

When a penalty is assessed at the annual review, as set forth in 8.A.8.I, the number of DS1 SALs in service will become the commitment quantity for the subsequent years' annual review.

The customer will be entitled to be assessed at a lower DS1 commitment level, without penalty if the Telephone Company sells off its assets.

F. TVP Plan Enrollment

When the customer elects to enroll in a TVP he/she must specify, in writing, the enrollment date (which will be the anniversary date) and the DS1 SAL commitment quantity. The specified enrollment date must be within 30 days of receipt. By the specified date, the customer must submit a request in writing or issue an order(s) to add DS1 SALs to the TVP and/or convert month-to-month arrangement DS1 SALs to the TVP to fall within the commitment quantity specified.

(N)

Issued Date: April 26, 2002

8.A.8 TERM VOLUME PLAN (TVP) (cont.)

(N)

G. Annual Review

Each customer's TVP will be reviewed annually. The customer will be notified in writing as to the status of the TVP. If the in-service DS1 SAL quantity falls below the commitment quantity, an allowance of 3% will be considered as having met the commitment quantity. Where the customer does not meet the minimum quantity of DS1 SALs in service, penalties will be assessed as set forth under 8.A.8.I.

If the number of DS1 SALs increases from the initial commitment, the customer will have the option of increasing the commitment level for the remainder of his/her TVP. If the customer chooses not to increase the commitment level, he/she may convert the increased number of DS1 SALs to a monthly plan or a second TVP plan.

The customer may decrease the commitment level at the time of the annual review and pay the applicable penalties for the amount of DS1 SALs being decreased. Penalties will apply as set forth in 8.A.8.I.

The customer will have 30 days from receipt of notification to convert DS1 SALs. If the customer does not take action during the 30 day period, the commitment level will be automatically changed to the number of TVP DS1 SALs in effect at the annual review.

H. TVP Conditions

If a DS1 service (circuit) consists of two DS1 SALs, both DS1 SALs must be in the TVP.

After enrolling in the plan, the customer may delete or add DS1 SALs rated at the specified term period/threshold level rate at any time during the plan. For example, if the customer subscribes to a 2 year TVP at the 61-120 DS1 SAL threshold level, DS1 SALs may be added at any time at the 2 year 61-120 threshold rate level.

8.A.8 TERM VOLUME PLAN (TVP) (cont.)

(N)

I. Penalties for Failing to Meet Commitment

When the number of TVP DS1 SALs at the annual review is less than the commitment quantity minus 3%, the penalty will be the lowest TVP rate for the current threshold, multiplied by the shortfall multiplied by 4 months.

For example, if the commitment quantity is 100 and the customer has 90 DS1 TVP SALs at the time of the annual review, the penalty described below will be applied to the shortfall difference of 97 (3% less than 100), and 90.

- Current threshold level is 61-120, 5 year term
- In-service quantity at annual review = 90
- Shortfall is 97 90 = 7
- Penalty is calculated as follows:

 $152.00 \times 7 \times 4 \text{ months} = 4,256.00 \text{ penalty}$

*Lowest TVP MRC applied the customer

J. TVP Nonrecurring Charge

Customers subscribing to a TVP will be assessed a nonrecurring charge per DS1 SAL except when converting standard month-to-month DS1 SALs to a TVP.

8.A.8 TERM VOLUME PLAN (TVP) (cont.)

(N)

K. Changes in Length of a TVP Period

Prior to the expiration of a TVP period, the customer may elect to convert to a new TVP period of the same or different length, subject to the following conditions:

- No credit will be given for the new payment period for payments made under the original TVP arrangement.
- NRCs will not be reapplied for existing service(s).
- If the new TVP period is shorter in length than the time remaining under the existing TVP, the change to the new TVP period constitutes a disconnect of the existing TVP and termination liability charges will apply as set forth under 8.A.8.N.

L. Renewal Options

At the expiration of a TVP period, the customer may select a new TVP period or convert to a month-to-month payment plan. If the customer fails to make this selection, the Telephone Company will notify the customer and continue two additional months of TVP billing. If the customer does not select a new payment plan within 60 days from the expiration date, billing will remain at the current threshold level and a new TVP period will begin based on the previously effective term and quantity commitment. All terms and conditions including Termination Liabilities will apply to the new TVP period.

M. Upgrade to Higher Speed Service

The customer may upgrade service to a higher speed during a TVP period. The upgraded service will be subject to appropriate NRCs.

If the following conditions exist, no termination liabilities will be applied for the decreased number of TVP SALs that are upgraded to a higher speed service.