

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS DIV

TRF Docket No. 90201141AR-BRF AM 10: 59

(Effective: 10/26/2007) (Pursuant to Case No. 06-1345-TP-ORD)

In the Matter of the Application of TCG Ohio	)	TRF Docket No. 90	WHITE I	BEE AM IO	: 59
To make textual changes to PUCO No. 1 for lar	nguage clean-	Case No.			
up prior to 4/1/08 detariff.	)	NOTE: Unless you have	e reserved a C	ase # or are f	iling a Contract,
	)	leave the "Case No" field	Ids BLANK	JCO	
Name of Registrant(s) AT&T Communication	s of Ohio Inc				
DBA(s) of Registrant(s) N/A	s of Onio, mc.	0.	00.0	-0	TOE
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Address of Registrant(s) 225 W. Randolph, Ch	110ago, IL 60606	10	70,-		
Company Web Address www.att.com					
Regulatory Contact Person(s) Candice Glover	,	Phone <u>312-7</u>	<u>27-0127</u>	Fax 281-6	64-9892
Regulatory Contact Person's Email Address cl	glover@att.com				
Contact Person for Annual Report Candice Glo	<u>over</u>	•		Phone 313	<u>2-72<b>7-</b>0127</u>
Address (if different from above)	•				
Consumer Contact Information Customer CAI	RE			Phone 80	0-222-0300
Address (if different from above) 777 NW Blu	<del></del>	MO 64086			· · · · · · · · · · · · · · · · · · ·
Motion for protective order included with filin		11.10			
Motion for waiver(s) filed affecting this case?		Waivers may toll any	automatic ti	meframe l	
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Section I – Pursuant to Chapter 4901:13	1-6 OAC - Dord I -	Planca indicate the	Carriar Ty	one and th	a rogean far
<b></b>				-	
submitting this form by checking the bo					
NOTES: (1) For requirements for various applicati	ons, see the identified sec	tion of Ohio Administrati	ve Code Secti	ion 4901 and	or the supplemental
application form noted.					
(2) Information regarding the number of copies req					
under the docketing information system section, by	calling the docketing div	ision at 614-466-4095, or	by visiting th	ie docketing i	division at the offices
of the Commission.					
Carrier Type Other (explain below)	☐ ILEC·	X CLEC	П	CTS	AOS/IOS
Tier 1 Regulatory Treatment				<del>•••</del>	
	TRF 1-6-04(B)	TRF 1-6-04(B)			
Change Rates within approved Range	(0 day Notice)	(0 day Notice)			
New Service, expanded local calling	ZTA 1-6-04(B)	ZTA 1-6-04(B)			
area, correction of textual error	(0 day Notice)	(0 day Notice)			
Change Terms and Conditions,	ATA 1-6-04(B)	ATA 1-6-04(B)			
Introduce non-recurring service charges	(Auto 30 days)	(Auto 30 days)			
Introduce or Increase Late Payment or	ATA 1-6-04(B)	ATA 1-6-04(B)		·	
Returned Check Charge	(Auto 30 days)	(Auto 30 days)			
Business Contract	CTR 1-6-17	CTR 1-6-17			
Dusiness Contract	(0 day Notice)	(0 day Notice)			
Withdrawal	☐ ATW 1-6-12(A)	☐ ATW 1-6-12(A)			
	(Non-Auto)	(Auto 30 days)			
Raise the Ceiling of a Rate	Not Applicable	SLF 1-6-04(B) (Auto 30 days)			
TI. A D. III.	., ., .	(Adio So days)	· . · · · · <u>. · · . · . · . · . · . · .</u>		
Tier 2 Regulatory Treatment		<u> </u>			
Residential - Introduce non-recurring	TRF 1-6-05(E) (0 day Notice)	TRF 1-6-05(E)			
service charges		(0 day Notice)			
Residential - Introduce New Tariffed Tier	☐ TRF 1-6-05(C) (0 day Notice)	TRF 1-6-05(C)	(0 day Noti	1-6-05(C)	
2 Service(s)		(0 day Notice)			
Residential - Change Rates, Terms and	TRF <i>1-6-05(E)</i> (0 day Notice)	TRF 1-6-05(E) (0 day Notice)	(0 day Noti	1-6-05(E)	
Conditions, Promotions, or Withdrawal					
Residential - Tier 2 Service Contracts	CTR 1-6-17 (0 day Notice)	CTR 1-6-17 (0 day Notice)	U CIR (0 day Noti	1-6-17 (ce)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed		
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffe		
Residential & Business Teolise tripes ert: (see "Other" below) accurate and do				u	
(see "Other" below) accurate and do					1

Date Processed 3/3//

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#### Section I - Part II - Certificate Status and Procedural

Certificate Status	ILEC	OLEO	CIS	AUS/IUS
Certification (See Supplemental ACE form)		ACE 1-6-10 (Auto 30 days)	ACE 1-6-10 (Auto 30 days)	ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	ATA 1-6-09(C) (Auto 30 days)			
Abandon all Services - With Customers	☐ ABN 1-6-11(A) (Non-Auto)	☐ ABN 1-6-11(A) (Auto 90 day)	ABN 1-6-11(B) (Auto 14 day)	☐ ABN <i>1-6-11(B)</i> (Auto 14 day)
Abandon all Services - Without Customers		ABN 1-6-11(A) (Auto 30 days)	☐ ABN <i>1-6-11(8)</i> (Auto 14 day)	☐ ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	ACN 1-6-14(B) (Auto 30 days)	ACN 1-6-14(B) (Auto 30 days)	CIO 1-5-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	ACO 1-6-14(B) (Auto 30 days)	ACO 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice) (
Merger (See below)	AMT 1-6-14(B) (Auto 30 days)	☐ AMT 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	ATC 1-6-14(B) (Auto 30 days)	ATC 1-6-14(B) (Auto 30 days)	☐ CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	☐ ATR <i>1-6-14(B)</i> (Auto 30 days)	ATR 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Procedural	7777		*	Transfer in the second
Designation of Process Agent(s)	TRF (0 day Notice)	☐ TRF (0 day Notice)	☐ TRF (0 day Notice)	TRF (0 day Notice)
Section II – Carrier to Carrier (Pursua	nt to 95-845-TP-COL	), CMRS and Othe	er	
Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or	NAG	☐ NAG		
amendment to an approved agreement	(Auto 90 day)	(Auto 90 day)		
Request for Arbitration	ARB (Non-Auto)	ARB (Non-Auto)		
Introduce or change c-t-c service tariffs,		ATA (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier supension or modifiction	UNC (Non-Auto)	UNC (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	UNC (Non-Auto)	UNC (Non-Auto)		and the second
CMRS Providers See 4901:1-6-15	RCC [Registration & Change in Operations] (0 day)		NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain) This is in advance of TCG Ohio's detariff filing and is to correct typos, incomplete sentences,				

unintentional omissions, etc. These changes are not customer affecting.

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day

TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the

Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
Α	The tariff pages subject to the proposed change(s) as they exist before the change(s)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
С	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

# **AFFIDAVIT**

# Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation,	ndice Glover , and am authorized to make this statement on its behalf
(Name)	nuce duver
4901:1-5 OAC for the state of Ohio. I understand that tari rules, including the Minimum Telephone Service Standards,	including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter iff notification filings do not imply Commission approval and that the Commission as modified and clarified from time to time, supersede any contradictory provisions it of Ohio and understand that noncompliance can result in various penalties, including finding.
I declare under penalty of perjury that the foregoing is true a	and correct.
Executed on (Date) at (Location)	Chicago, Illinois
<ul> <li>This affidavit is required for every tariff-affecting filing. applicant.</li> </ul>	*(Signature and Title)  (Date)  (Date)  (Date)  (Date)  (Date)  (Date)  (Date)  (Date)  (Date)
	VERIFICATION
here, and all additional information submitted in connection with the *(Signature and Title)	m for Routine Proceedings provided by the Commission and that all of the information submitte is case, is true and correct to the best of my knowledge.  —

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

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

# EXHIBIT A

### SECTION 1 - APPLICATION OF TARIFF

- 1.1 This tariff sets forth general terms and conditions applicable to all intrastate regulated telecommunications services offered by TCG Ohio ("TCG") within the local exchange service area as defined herein. Service offerings, rates, and conditions applicable to specific service offerings are set forth in other tariffs of TCG and are in addition to the general regulations contained herein.
- 1.2 When services and facilities are provided in part by TCG and in part by other companies, the regulations of TCG apply only to that portion of the service or facilities furnished by it.
- 1.3 When services and facilities provided by TCG are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of TCG apply only to the use of TCG's services and facilities.
- 1.4 TCG may offer various unregulated services in conjunction with or ancillary to its regulated services from time to time. TCG may, at its option, file tariffs with the Public commission pf Ohio ("Commission") describing the rates, terms, and conditions of unregulated services. Any unregulated services not described in such tariffs will be governed by contract between TCG and the Customer.
- 1.5 Services, features and functions will be provided where facilities, including but not limited to, billing capability, technical capability and the ability of the Company to purchase underlying services, (C) features and functions and/or unbundled network elements ("UNEs") (as (C) that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs), are available. The Company reserves the right to modify its terms and conditions, upon 30 days notice, in the event that changes occur (including regulatory changes) which affect either the availability of facilities to the Company or the terms and conditions upon which they are obtained. The foregoing is in addition to all other existing rights retained by the Company to modify or terminate any contract or tariffed service at any time. In this event, customers shall have an opportunity to cancel contracts or tariffed services without penalty.
- 1.6 The Company reserves the right to increase charges for the services provided to the customer, regardless of any term commitment, as a result of (a) expenses incurred by the Company reasonably relating to regulatory assessments stemming from an order, rule or regulation of any regulatory authority or court having competent jurisdiction, (b) other governmental charges or fees, (c) charges or payment obligations imposed on international calls to mobile numbers, or (d) reductions in amounts other carriers are required to pay the Company or increases in the amount the Company is required to pay to other carriers. In this event, customers shall have an opportunity to cancel contracts or tariffed services without penalty.

- 3. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 4. In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 5. The tariffs of the Company shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

### 3.4 Liability of the Company

- 1. The liability of the Company for damages' arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 7, following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any the Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 3. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the services the Company offers.
- 4. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer or User-provided equipment or facilities.

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

- 12. The Company shall not be liable for and damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with TCG Ohio Service.
- 13. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

#### 3.5 Notification of Service-Affecting Activities

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

#### 3.6 Provision of Equipment and Facilities

- 1. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in the tariffs of the Company. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rage, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 3. The Company may substitute, change or rearrange any equipment or facility at time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 4. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

#### SECTION 6 - PAYMENT ARRANGEMENTS. CONT'D

#### 6.6 Discontinuance of Service

- 1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately require a deposit without incurring any liability.
- 5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 6. Upon the Company's discontinuance of service to the Customer under paragraphs 1 or 2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at 6%).

#### SECTION 9 - USE OF CUSTOMER'S SERVICE BY OTHERS

#### 9.1 Resale and Sharing

Any service provided under the Company tariffs may be resold to or shared with other persons at the option of Customer, except as provided in 9.3, following. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Business rates apply to all service that is resold or shared, regardless of whether the Users are residential or business in character.

Resale of services is available only to carriers which are certified by the Public Utilities Commission of Ohio to provide intrastate local exchange services. There are no prohibitions or limitations on the resale services.

## 9.2 <u>Joint Use Arrangements</u>

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs. From each joint use arrangement, one member will be designated to the customer responsible for the manner in which the joint use of the service will be allocated. TCG will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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#### 9.4 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

Issued: November 30, 2007

Effective: December 31, 2007

#### SECTION 11 - NOTICES AND COMMUNICATIONS

- 11.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 11.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 11.3 All notices or other communications required to be given pursuant to the tariffs of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 11.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

# SECTION 12 - APPLICATION OF RATES

# 12.1 <u>Introduction</u>

The regulations set forth in this Section govern the application of rates for services contained in the tariffs of the Company.

# 12.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 1. Unless otherwise specified, calls are timed in one minute increments. An calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3. Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.

#### SECTION 15 - SERVING AREA

The Company offers intrastate regulated services within the State of Ohio and has negotiated an operational interconnection agreement with Ameritech for the exchange of traffic in the Counties where Ameritech provides service.

Effective: October 23, 1997

#### SECTION 3 - END USER NETWORK ACCESS SERVICES - VOICE CONT'D

#### 3.3.2 Business Service Listings

- A. Subject to the regulations in 3.3.1, preceding, concerning the use of assumed names, a listing must be the actual name of the individual, partnership, association, corporation, or other organization to whom service is furnished, or the name of a member, officer, employee or representative thereof, or the name of another business which the customer represents, controls or owns. Listings other than those specified herein are available only in connection with Joint User Service or as unregulated Alternate Call Number Listings.
- B. The listing of a service or commodity or of a trade name of either, such as "Coal, 676 Ohio, 635-3560" is not permitted in the alphabetical section of a directory, but such service or commodity may be a part of the name listed if the latter is validly adopted and actually used by the customer.
- C. When a customer is engaged more that one line of business, only the business by which he is best known will ordinarily be included in the business designation.
- D. Double name listings or the use of titles such as "Pres.", "V-Pres.", "Mgr". etc., as for example, "Garfield Table Supply Co. Walburn Iones, Manager 453-4441" are not permitted.
- E. Listings of telephone in churches will not include in the same listing the name of the church and also that of its pastor or of organizations or societies associated therewith.
- F. A caption listing with indented listings each with its own telephone service different from the main service (or where there is no main service listing) may be provided for names of department, titles, individuals, etc. only if necessary for the efficient use of the service. In such cases, no additional charge applies for the caption listing. Unregulated extra listing service charges apply for the indented listings which are provided for service subscribed for by the same customer at the same address. Indented listings which do not materially add to the information contained in the caption or which merely advertise the extent of the customer business are not permitted. In connection with PBX systems equipped with inward dialing, the direct inward number for individuals, title, departments, etc., may also be listed under the caption listing for the main service with extra listing charges applicable for the indented listings.

#### SECTION 3 - END USER NETWORK ACCESS SERVICES - VOICE CONT'D

- G. Customers having telephone service at business rates at their residence addresses may be given "ofc & r" or "ofc & res" as a designation.
- H. When a customer contracts for more than one individual line at the same location, telephone numbers with "trunk hunting" will be assigned to such lines whenever possible. In such cases only one listing is provided without additional charge.

If it should be necessary to provide lines without trunk hunting, a listing is allowed without additional charge to indicate the first line number of each separate, ungrouped line. This listing must be in the same name as the main listing or else a supplementing alternate type listing such as "If line busy, call..."

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(D)

#### 4.5 PrimePath Service

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B. <u>Service Charges</u> (Cont'd.)

Line Move or Add with Dispatch: Non-recurring charges which requires dispatch of company personnel to a single site to move or add telecommunications services to an existing TCG business line, key line, or business trunk service on a per site and per hour basis. Adds and moves of business lines, key lines, or trunks pertain to these charges. Charges are rounded to the nearest work hour with a lhour minimum.

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

- C. <u>Standard Business Line</u>: Standard Business Lines are analog lines with the ability to originate and terminate voice telephone calls.
- D. <u>Key Lines</u>: Key Lines are analog lines designed to be used with Customer provided key system equipment. Calling features are not available with Key Lines.

# E. Business Trunks

Business Trunks are designed to handle high traffic volumes associated with connection to Customer-provided Private Branch Exchange (PBX) equipment. The Customer may opt to utilize Business Trunks for outgoing calls only (DOD), incoming to an attendant, incoming calls without utilizing an attendant (DID) or a combination of both inbound and outbound calls. When the Customer elects to utilize Business Trunks for both inbound and outbound calls, they may choose Combo service which allows incoming calls to an attendant only or they can elect to utilize DID/DOD service which allows incoming calls to be terminated directly to an End User behind a PBX or capable Key System. When DID or DID/DOD service is ordered, direct inward dialing (DID) numbers must be purchased from the Company.

(N)

#### 4.6 PrimeXpress Network Service

#### 4.6.1 Description

PrimeXpress Network Service is a digital service providing trunk connections from an end user's Private Branch Exchange, Key System, or other device to the TCG Switch Port. PrimeXpress Network Service is available as a DS1 (1.544 Mbps) connection providing 24 voice-grade (DSO) communications channels. A PrimeXpress facility may be provided as stand-alone service or provisioned over an existing or new AT&T ACCU-Ring DS3 facility. PrimeXpress Network Service is available on a 1,  $\bar{2}$ , or 3 year term commitment. The Customer may opt to utilize PrimeXpress Network Service for outgoing calls only (DOD), incoming calls only (DID) or a combination of both inbound and outbound calls. When the Customer elects to utilize PrimeXpress Network Service for both inbound and outbound calls, they may choose Combo service which allows incoming calls to an attendant only or they can elect to utilize DID/DOD service which allows incoming calls to be terminated directly to an End User behind a PBX or capable Key System. When DID or DID/DOD service is ordered, direct inward dialing (DID) numbers must be purchased from the Company.

PrimeXpress Network Service trunks configured for Inbound and Outbound calling functionality that, upon detection by the Company, exceed 90% utilization for inbound calling will be subject to the rates, terms and conditions for the PrimeConnect calling option listed below.

Customers who terminate a term commitment for a stand-alone PrimeXpress facility and purchase a PrimeXpress facility provisioned on a new or existing AT&T ACCU-Ring facility for a term equal or greater to the time remaining on their current PrimeXpress term commitment will not be liable for early termination charges.

Material previously appearing on this sheet now appears on Sheet 26.1.

Issued: March 21, 2007 Effective: March 22, 2007

#### 4.10 TCG PrimePlex PRI Service

#### A) Description

TCG PrimePlex PRI service is an optional service arrangement for local exchange access based on the Primary Rate Interface (PRI) arrangement of the Integrated Services Digital Network (ISDN). PrimePlex PRI is a high capacity access path for communications providing voice or data transmission over the Company's exchange network. A PrimePlex PRI facility may be provided as stand-alone service or provisioned over an existing or new AT&T ACCU-Ring DS3 facility.

(N)

(N)

# B) <u>Explanation of Terms</u>

### Circuit Switching

A switching technique in which an entire circuit or, in a digital switch equipped for ISDN, a specific selection of time slots is dedicated to a given call.

#### PrimePlex Primary Rate Interface (PRI)

PrimePlex PRI is an alternative for individual local exchange access loop services such as Direct Inward Dialing (DID), Direct Outward Dialing (DOD), and business dial tone lines. It can also be used as loop transport for circuit switched data applications. PrimePlex PRI is provisioned on the 1.544 megabits per second (Mbps) bandwidth and uses ISDN architecture of 23 B or bearer channels and 1 D or data channel or 24 B channels to provide the Customer with the capabilities of simultaneous access, transmission, and switching of voice, data, and imaging services via channelized transport. In addition, PrimePlex PRI provides the Customer with the service capabilities and features described herein.

#### Integrated Services Digital Network

Integrated Services Digital Network (ISDN) describes the end-to-end digital telecommunications network architecture that provides for the simultaneous access, transmission, and switching of voice, data, and imaging services. These functions are provided via channelized transport facilities over a limited number of standard user-network interfaces. The ISDN architecture consists of digital switching systems that connect Primary Rate Interface lines to their serving central office.

#### 4.10 TCG PrimePlex PRI Service (Cont'd.)

B) Explanation of Terms (Cont'd.)

#### Network Interfaces

ISDN Primary Rate Interface is comprised of a limited set of standard user-network interfaces. The PRI Customer Premises Equipment (CPE) located at the customer premises must be compatible with the network interface. This network interface is defined as follows:

Physically, the network interface is a metallic four-wire telephone loop interface between a switch equipped with ISDN and the Network Termination 2 (NT2). The NT2 is customer premises equipment required for providing physical compatibility in terminating telephone facilities at the customer premises.

#### PRI Line Group

A PRI Line Group is a group of channels which are designated as one of the following:

- -Incoming Business Dial Tone Line Group
- -Outgoing Business Dial Tone Line Group
- -Two-Way Business Dial Tone Line Group
- -Call-by-Call Service Selection Line Group

Only one Call-by-Call line group may be provisioned on a PrimePlex PRI Arrangement. Where available, up to two of the other line group types may be provisioned on a PrimePlex PRI Arrangement. The total number of line groups per PRI Arrangement is limited to four. The capability to assign other than Call-by-Call line groups varies by central offices switch type.

#### Primary Rate Access Facility

Primary Rate Access Facility provides a high capacity access path at a transmission speed of 1.544 megabits per second (Mbps) for communications between the Customer's premises and the serving central office. Each Primary Rate Access Facility supports one PrimePlex PRI arrangement.

(N)

(N)

## 4.10 TCG PrimePlex PRI Service (Cont'd.)

#### D) <u>Service Capabilities</u>

- 1) Transport Customer information in the form of circuitswitched voice or data up to 64 Kbps over any B channel.
- 2) Allow, where available, one D channel to control up to 20 PRI Arrangements. In such cases, a single D channel in one PRI Arrangement handles all the signaling and control requirements of multiple PRI Arrangements to consist of 24 B channels.
- 3) Allow B channels to be allocated for specific services, such as Direct Inward Dialing (DID) and Direct Outward Dialing (DOD), or configure channels to access multiple services on a Call-by-Call basis. All of the preceding services may be accessed on a Call-by-Call Service Selection basis, except two-way lines which must be dedicated to specific channels.
- 5) Allow the user to have access to the directory number of the calling party.

#### E) Conditions

This service is offered subject to the following conditions:

- 1) PrimePlex PRI is only available from serving central offices equipped with the necessary facilities to provide PRI service. Feature availability and service capabilities are dependent on the facilities and digital technology providing the service.
- 2) ISDN-compatible terminal equipment is required for operation. It is the Customer's responsibility to power and obtain such equipment.
- 3) PrimePlex PRI service does not preclude customers from originating or receiving circuit-switched voice calls from inside or outside either their serving central office or their Local Exchange Area. Where facilities are available, Customers will be able to originate and receive circuit-switched data calls outside their serving central office.

(N)

(N)

Issued: April 23, 1998

Effective: April 23, 1998

(N)

# SECTION 4 - LOCAL SERVICE. CONT'D

#### 4.10 TCG PrimePlex PRI Service (Cont'd.)

- Conditions (Cont'd.) E)
  - 11) PrimePlex PRI High Volume Inbound Calling Option: PrimeConnect PRI (Cont'd)
    - PrimeConnect PRI is intended solely for the purpose (N) of providing local and intraLATA non-toll access into a customer's location. In the event that local and intraLATA non-toll call placed into a customer's location become subject to additional charges imposed by connecting carriers or regulation, the Company reserves the right to modify the facility rate charges for traffic into the location upon 30 days written notice to the customer. The customer has the option to accept the rate change(s) or terminate the contract without penalty, unless specifically bound to specific commitments associated with capital recovery, special construction, or other issues written into the customer's contract or agreement with the Company over and above the normal terms and condition of the contract or agreement.

#### F) **Features**

- Backup D Channel: Automatically takes over for a failed 1) D channel in case of trouble. This is purchased as part of a 23B+Backup D PRI Arrangement.
- Call-by-Call Service Selection (CBC): Provides and option 2) to the Dedicated B Channel Configuration allowing B channels to be configured to access multiple services on a per-call basis. With this optional feature, separate facilities are not needed for individual services such as DID, DOD, and business dial tone lines. The customer premises equipment signals the local serving central office as to what typed of services to access for each call.
- 3) Calling Party Number (CPN): Allows the user to have access to the directory number of the calling party. Provision of per-call and line blocking capabilities is a function of the customer premises equipment and is the responsibility of the customer.
- 4) Multiple Facility Signaling Control: Allows the D channel one PRI Arrangement to provide signaling for up to 20 PRIs terminating on a switch module. Requires Backup D channel.

Material previously appearing on this sheet now appears on Sheet 35.7.

Effective: March 22, 2007

### 4.10 TCG PrimePlex PRI Service (Cont'd.)

#### F) <u>Features</u> (Cont'd)

- 5) Original Called Number (OCN): (must be ordered for specific PRI ISDN trunks) places the callers original dialed digits into the OCN field of the selected ISDN message, for inbound calls which have been forwarded one or more times. These ISDN messages, containing OCN information, will be transmitted over the designed Data-Channels (D-Channels, primary, secondary, and back-up) on the ISDN trunk.
- 6) 2 B-Channel Transfer on PRI: allows a controller that is interfaced over an ISDN PRI to initiate the transfer of one of its calls to another call so that the two endusers are connected to each other within the switch and the two PRI B-channels to the controller are released.

#### G) Application of Rates

- Business dial tone line functionality is included in the PrimePlex PRI Service rates and charges.
- 2) When DID numbers are ordered from the preceding, a DID line connection service charge applies for each B channel dedicated to DID service, or DID-simulated facility group member over which DID numbers are transmitted.
- 3) When a Customer converts existing DS1 facilities provided under PrimeXpress Service to Primary Rate Access Facilities, installation charges for the Primary Rate Access Facility are waived.
- 4) Hunting Service is included in PrimePlex PRI rates.

#### H) Payment Options

A PrimePlex PRI customer may select a month-to-month option or a two- or three-year term commitment. All PRI services and features at a given premises must be subscribed to the same payment option.

#### I) Additions to Service

During the term commitment period, the customer may add PRI services at the same monthly rate as specified in the initial order. The term commitment period for these additional services will end coterminous with the initial order.

#### J) Changes in Future Term Commitment Rates

If the Company reduces, in its tariffs, the monthly rates for term commitments for PrimePlex PRI services, the subscriber may be allowed to cancel the existing order without penalty, providing the subscriber signs up for a new term commitment of equal or greater monetary value. The subscriber will be subject to all terms, conditions, and prices of the new term commitment.

Issued: March 21, 2007

Effective: March 22, 2007

All material on this page is new

# 4.12 Prime Digital Trunk

#### 4.12.1 Description

Prime Digital trunk (PDT) is a fractional digital switched service that provides trunk connections from an end user's Private Branch Exchange or capable Key System to the Company Switch Port. Prime Digital Trunk is delivered via a DS1 (1.544 Mbps) facility providing up to 23 voice-grade DS0 communications channels. Prime Digital Trunk is available on a 1, 2, or 3 year term commitment.

The Customer may opt to utilize Prime Digital Trunk service for outgoing calls only (DOD), incoming calls only (DID), or a combination of both inbound and outbound calls. When the Customer elects to utilize Prime Digital Trunk for both inbound and outbound calls, they may choose Two-Way service which allows incoming calls to an attendant only or they can elect to utilize DID/DOD service which allows incoming calls to be terminated directly to an end user behind a PBX or capable Key System. When DID or DID/DOD service is ordered, direct inward dialing (DID) numbers must be purchased from the Company. When PDT is used to provision the Company's CERFtone internet service, each PDT facility can support up to 22 voice switched exchange channels instead of 23.

Per subscribed Rate Center, the Customer is required to subscribe to a sufficient number of trunks or channels so as not to degrade the Company's network below an incoming call completion rate of 99 percent. The call completion rate is based on an average of the busy hours occurring during the Customer's busiest hours during the billing cycle. Once the service has been established, the Company may require the Customer to increase the number of PDT trunks or channels to satisfy the call completion criteria listed above.

#### 4.12.2 Rate Regulations

The following rate elements apply to Prime Digital Trunk service:

- A) Per Active Channel (PAC) charge monthly recurring charge applicable to each active DSO channel. A minimum of 12 PACs must be ordered per PDT facility.
- $\ensuremath{\mathtt{B}}\xspace)$  Non-recurring installation charges are applicable for each

DSO channel.

C) See Section 4.5.1 for local calling rates and Section 4.5.3 for intraLATA toll calling rates associated with PDT service.

Issued: October 27, 1999

Effective: October 27, 1999

#### 5.2 Directory Assistance Service

This Section applies to Directory Assistance Service furnished in Ohio by the Company within the Number Plan Area (NPA) served by the customer. It does not apply to directory assistance calls for points outside the NPA in which the caller is located.

#### 5.2.1 Description

Customers and Users of the Company's End User Network Access Services may obtain directory assistance in determining telephone numbers within the NPA in which they subscribe to such service by calling the Directory Assistance operator.

# 5.2.2 <u>Rates</u>

Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

Rate Element Unit Recurring Rate

Directory Assistance Per Number Requested \$0.20-\$1.20

A Directory Assistance call charged to a calling card or commercial calling card or to a third number will be billed the appropriate operator charge, plus the charge for Directory Assistance.

#### 5.2.3 No charge applies for:

- Calls for Directory Assistance originating from coin telephones.
- (2) Calls for Directory Assistance from Users who have requested exemption for the Directory Assistance Charge because they are unable to use telephone directories due to physical or mental limitations. To obtain such exemption, the Customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. Information contained on the exemption records shall be treated as confidential by the Company. The Customer shall notify the Company when the need for an exemption no longer exists.

(N)

# 5.5.2 Rate Application

- 1. A Verification Charge will apply when:
  - a) The operator verifies that the line is busy with a call in progress, or
  - b) The operator verifies that the line is available for incoming calls.
- 2. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
- 3. No charge will apply when the calling party advises that the call is from an official public emergency agency.

#### 5.5.3 <u>Rates</u>

Verification Charge, each request \$ 1.50
Interrupt Charge, each request \$ 1.50

- 5.6 <u>Customer Requested Service Suspensions</u>
- 5.6.1 At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request, the Company will provide the customer with an intercept recording referring callers to another number.

5.6.2 The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

#### Period of Suspension Charge

- First Month or Partial Month reduction)

Regular Monthly Rate (no

- Each Add'l. Month (one year limit) 1/2 Regular Monthly Rate

#### 5.7 Connection Charges

#### 5.7.1 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

Business

Residence

\$ 5.00

\$ 5.00

#### 5.7.2 Moves, Adds and Changes

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

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

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

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

Change:

Change - including rearrangement or reclassification of existing service at the same

(N)

location.

	Move	Add	Change
Residence:	\$ 5.00	\$ 5.00	\$ 5.00
Business:	\$40.00	\$40.00	\$40.00

# 5.7.3 Customer Not Ready Charge

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

#### 5.8 Charges Associated with Premises Visit

# 5.8.1 Terms and Conditions

The customer may ask for an estimate or a firm bid before requesting a Company technician to visit the customers' premises. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time (measured in 1/2 hour increments) and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested. Special Construction charges are identified in the Company's' General Regulations Tariff. Inside wire installation programs are identified in Section 3.4.3.

Per Premises Visit, Residence: (1/2 hr.) \$45.00 Per Premises Visit, Business: (1/2 hr.) \$45.00

Effective: August 30, 2002

# 5.11 Directory Listings (Cont'd)

(N)

# 5.11.3 Non-Listed Listings

B. Regulations (Cont'd)

# Schedule of Maximum Rates#

		Non-Recurring
	<u>Monthly</u>	Installation/Change Charge
	Charge	Per Change
Additional Listing	3.00	<del></del>
Non-Published Listing	3.00	16.00
Non-Listed Listing	3.00	16.00

#### C. Installation/Change Charge

An Installation/Change Charge is a non-recurring charge applicable to customer-requested changes of a Non-Published or Non-Listed listing. This charge also applies to the installation of a Non-Published or Non-Listed listing after the initial installation of the Customer's local service. Changes to published listings are not subject to an Installation/Change Charge.

## Schedule of Maximum Rates#

Installation/Change Charge

\$16.00

(N)

# SECTION 8 - PRICE SHEET CONTINUED

# 5.7.1 Restoral Charge

(D)

(D)

Business Residence

\$ 5.00

\$ 5.00

(D)

#### SECTION 8 - PRICE SHEET CONTINUED

# 5.7.2 Moves, Adds and Changes

	Move	Add	Change
Residence:	\$5.00	\$5.00	\$5.00
Business:	\$40.00	\$40.00	\$40.00

# 5.8 Charges Associated with Premises Visit

Per Premises Visit, Residence:(1/2 hr.)\$45.00 Per Premises Visit, Business:(1/2 hr.)\$45.00

# 5.10 Added Labor Charge

\$8.00 per 6-minute increment

### (N) | | (N)

#### 6.6 Rates and Charges

Each number ported to the Connecting Company will be charged as follows:

DID option -\$3.00 per number ported per month RCF option -\$3.00 per number ported per month

Issued: November 24, 1999

Effective: December 25, 1999

# **EXHIBIT B**

#### SECTION 1 - APPLICATION OF TARIFF

- 1.1 This tariff sets forth general terms and conditions applicable to all intrastate regulated telecommunications services offered by TCG Ohio ("TCG") within the local exchange service area as defined herein. Service offerings, rates, and conditions applicable to specific service offerings are set forth in other tariffs of TCG and are in addition to the general regulations contained herein.
- 1.2 When services and facilities are provided in part by TCG and in part by other companies, the regulations of TCG apply only to that portion of the service or facilities furnished by it.
- 1.3 When services and facilities provided by TCG are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of TCG apply only to the use of TCG's services and facilities.
- 1.4 TCG may offer various unregulated services in conjunction with or ancillary to its regulated services from time to time. TCG may, at its option, file tariffs with the Public commission of Ohio ("Commission") describing the rates, terms, and conditions of unregulated services. Any unregulated services not described in such tariffs will be governed by contract between TCG and the Customer.
- 1.5 Services, features and functions will be provided where facilities are available. Such facilities include, but are not limited to, billing capability, technical capability and the ability of the Company to purchase underlying services, features and functions and/or unbundled network elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs). In the event that changes occur, including regulatory changes, that affect either the availability of facilities to the Company or the terms and conditions upon which they are obtained, the Company reserves the right to modify its terms and conditions, upon 30 days notice. The foregoing is in addition to all other existing rights retained by the Company to modify or terminate any contract or tariffed service at any time. In the event that the Company makes a material modification of its terms and conditions, customers shall have an opportunity to cancel contracts or tariffed services without penalty.
- 1.6 The Company reserves the right to increase charges for the services provided to the customer, regardless of any term commitment, as a result of (a) expenses incurred by the Company reasonably relating to regulatory assessments stemming from an order, rule or regulation of any regulatory authority or court having competent jurisdiction, (b) other governmental charges or fees, (c) charges or payment obligations imposed on international calls to mobile numbers, or (d) reductions in amounts other carriers are required to pay the Company or increases in the amount the Company is required to pay to other carriers. In this event, customers shall have an opportunity to cancel tariffed services. Customers with tariffed based contracts will be held to the terms and conditions of their contract until such contract is expired.

Issued: March 31, 2008

Effective: March 31, 2008

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#### SECTION 3 - UNDERTAKING OF THE COMPANY. CONT'D

- 3. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 4. In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 5. The tariffs of the Company shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

#### 3.4 Liability of the Company

- 1. The liability of the Company for damages arising out of the furnishing of its Services shall be limited to the extension of allowances for interruption as set forth in Section 7 following, whether caused by acts of omissions of the Company, this limitation of liability includes but is not limited to damages arising from mistakes, omissions, interruptions, delays, errors, or other defects, representations, or uses of these services or other damages arising out of the failure to furnish the service. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any the Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 3. The Company shall not be liable for any act or omission of any entity furnishing facilities or equipment used for or with the services the Company offers regardless of whether such facilities are furnished to the Company, the Customer or any Users.
- 4. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer-provided or User-provided equipment or facilities. (T)

Issued: March 31, 2008

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

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12. The Company shall not be liable for and damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with TCG Ohio Service.

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13. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

#### 3.5 Notification of Service-Affecting Activities

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

# 3.6 Provision of Equipment and Facilities

- 1. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in the tariffs of the Company. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rage, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 3. The Company may substitute, change or rearrange any equipment or facility at time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 4. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

Issued: March 31, 2008

#### SECTION 6 - PAYMENT ARRANGEMENTS. CONT'D

#### 6.6 Discontinuance of Service

- 1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving seven days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately require a deposit without incurring any liability.
- 5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 6. Upon the Company's discontinuance of service to the Customer under paragraphs 1 or 2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at 6%).

Issued: March 31, 2008

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### SECTION 9 - USE OF CUSTOMER'S SERVICE BY OTHERS

### 9.1 Resale and Sharing

Any service provided under the Company tariffs may be resold to or shared with other persons at the option of Customer, except as provided in 9.3, following. Customer remains solely responsible (a) for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs of the Company, (b) for determining who is authorized to use its services, and (c) for notifying the Company of any unauthorized use. Business rates apply to all service that is resold or shared, regardless of whether the Users are residential or business in character.

Resale of services is available only to carriers that are certified (T) by the Public Utilities Commission of Ohio to provide intrastate local exchange services. There are no prohibitions or limitations on the resale services.

#### 9.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs. From each joint use arrangement, one member will be designated to be the customer responsible for the manner in which the joint use of the service will be allocated. TCG will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

#### 9.3 Reserved for Future Use

9.4 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

Issued: March 31, 2008

# SECTION 11 - NOTICES AND COMMUNICATIONS

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- 11.3 All notices or other communications required to be given pursuant to the tariffs of the Company will be in writing except where notice is provided in this tariff. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 11.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, or other communications or billing.

# SECTION 12 - APPLICATION OF RATES

#### 12.1 Introduction

The regulations set forth in this Section govern the application of rates for services contained in the tariffs of the Company.

#### 12.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 1. Unless otherwise specified, calls are timed in one minute increments. Calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 2. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3. Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.

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# SECTION 15 - SERVING AREA

The Company offers intrastate regulated services within the State of Ohio. (T)

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## SECTION 3 - END USER NETWORK ACCESS SERVICES - VOICE CONT'D

## 3.3.2 Business Service Listings

- A. Subject to the regulations in 3.3.1, preceding, concerning the use of assumed names, a listing must be the actual name of the individual, partnership, association, corporation, or other organization to whom service is furnished, or the name of a member, officer, employee or representative thereof, or the name of another business which the customer represents, controls or owns.
- (D) | (D)
- B. The listing of a service or commodity or of a trade name of either, such as "Coal, 676 Ohio, 635-3560" is not permitted in the alphabetical section of a directory, but such service or commodity may be a part of the name listed if the latter is validly adopted and actually used by the customer.
- C. When a customer is engaged more that one line of business, only the business by which he is best known will ordinarily be included in the business designation.
- D. Double name listings or the use of titles such as "Pres.", "V-Pres.", "Mgr". etc., as for example, "Garfield Table Supply Co. Walburn Iones, Manager 453-4441" are not permitted.
- E. Listings of telephone in churches will not include in the same listing the name of the church and also that of its pastor or of organizations or societies associated therewith.
- F. A caption listing with indented listings each with its own telephone service different from the main service (or where there is no main service listing) may be provided for names of department, titles, individuals, etc. only if necessary for the efficient use of the service. In such cases, additional charges may apply for the caption listing. Unregulated extra listing service charges apply for the indented listings which are provided for service subscribed for by the same customer at the same address. Indented listings which do not materially add to the information contained in the caption or which merely advertise the extent of the customer business are not permitted. In connection with PBX systems equipped with inward dialing, the direct inward number for individuals, title, departments, etc., may also be listed under the caption listing for the main service with extra listing charges applicable for the indented listings.

# SECTION 3 - END USER NETWORK ACCESS SERVICES - VOICE CONT'D

- G. Customers having telephone service at business rates at their residence addresses may be given "ofc & r" or "ofc & res" as a designation.
- H. When a customer contracts for more than one individual line at the same location, telephone numbers with "trunk hunting" will be assigned to such lines whenever possible. In such cases only one listing is provided without additional charge.

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## 4.5 PrimePath Service

B. <u>Service Charges</u> (Cont'd.)

Line Move or Add with Dispatch: Non-recurring charges which requires dispatch of company personnel to a single site to move or add telecommunications services to an existing TCG business line, key line, or business trunk service on a per site and per hour basis. Adds and moves of business lines, key lines, or trunks pertain to these charges. Charges are rounded to the nearest work hour with a lhour minimum.

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

- C. <u>Standard Business Line</u>: Standard Business Lines are analog lines with the ability to originate and terminate voice telephone calls.
- D. <u>Key Lines</u>: Key Lines are analog lines designed to be used with Customer provided key system equipment. Calling features are not available with Key Lines.

# E. Business Trunks

Business Trunks are designed to handle high traffic volumes associated with connection to Customer-provided Private Branch Exchange (PBX) equipment or capable key system. The Customer may opt to utilize Business Trunks for outgoing calls only (DOD), incoming calls to an attendant (One-way in Local Trunk), incoming calls without utilizing an attendant (DID) or a combination of both incoming calls to an attendant and outgoing calls (Two-way Combo). Direct Inward Dialing (DID) services allows incoming calls to be terminated directly to and end user behind a PBX or capable key. When DID service is ordered, direct inward dialing (DID) numbers must be purchased from the Company.

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Effective: March 31, 2008

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# SECTION 4 - LOCAL SERVICE. CONT'D

# 4.6 PrimeXpress Network Service

#### 4.6.1 Description

PrimeXpress Network Service provides dedicated connections from an end user's premises to Business Calling Service and to services provided y interexchange carriers that have interconnected to the Company's switch. PrimeXpress Network Service is delivered to the customer's premise at a DS1 (1.544 Mbps) rate. A PrimeXpress facility may be provided as stand-alone service or provisioned over an existing or new AT&T ACCU-Ring DS3 facility or Ultravailable Ring (UVN) facility. PrimeXpress Network Service is available in one, two or three-year term commitments.

The Customer may opt to utilize PrimeXpress Network Service for outgoing calls only (DOD), incoming calls only (DID) or a combination of both inbound and outbound calls. When the Customer elects to utilize PrimeXpress Network Service for both inbound and outbound calls, they may choose Combo service which allows incoming calls to an attendant only or they can elect to utilize DID/DOD service which allows incoming calls to be terminated directly to an End User behind a PBX or capable Key System. When DID or DID/DOD service is ordered, direct inward dialing (DID) numbers must be purchased from the Company.

PrimeXpress Network Service trunks configured for Inbound and Outbound calling functionality that, upon detection by the Company, exceed 90% utilization for inbound calling will be subject to the rates, terms and conditions for PrimeXpress High Volume Inbound Calling Option, PrimeConnect, listed below. All end user equipment connecting to PrimeXpress Network Service must meet F.C.C. Part 68 requirements and be technically compatible with the parameters delineated herein. PrimeXpress Network Service is offered with the options of DTMF or MF signaling pulse and wink start or immediate start trunk signaling.

Customers who terminate a term commitment for a stand-alone
PrimeXpress facility and purchase a PrimeXpress facility
provisioned on a new or existing AT&T ACCU-Ring or Ultravailable
Ring (UVN) facility for a term equal or greater to the time
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remaining on their current PrimeXpress term commitment will not be
liable for early termination charges.

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# 4.10 TCG PrimePlex PRI Service

## A) <u>Description</u>

TCG PrimePlex PRI service is an optional service arrangement for local exchange access based on the Primary Rate Interface (PRI) arrangement of the Integrated Services Digital Network (ISDN). PrimePlex PRI is a high capacity access path for communications providing voice or data transmission over the Company's exchange network. A PrimePlex PRI facility may be provided as stand-alone service or provisioned over an existing or new AT&T ACCU-Ring DS3 or Ultravailable Ring facility.

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# B) Explanation of Terms

## Circuit Switching

A switching technique in which an entire circuit or, in a digital switch equipped for ISDN, a specific selection of time slots is dedicated to a given call.

## PrimePlex Primary Rate Interface (PRI)

PrimePlex PRI is an alternative for individual local exchange access loop services such as Direct Inward Dialing (DID), Direct Outward Dialing (DOD), and business dial tone lines. It can also be used as loop transport for circuit switched data applications. PrimePlex PRI is provisioned on the 1.544 megabits per second (Mbps) bandwidth and uses ISDN architecture of 23 B or bearer channels and 1 D or data channel. It can also be provisioned as 24 B channels when coupled with controlling D facilities on other PRI circuits and backup D facilities. PRI provides the Customer with the capabilities of simultaneous access, transmission, and switching of voice, data, and imaging services via channelized transport. In addition, PrimePlex PRI provides the Customer with the service capabilities and features described herein.

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#### Integrated Services Digital Network

Integrated Services Digital Network (ISDN) describes the end-to-end digital telecommunications network architecture that provides for the simultaneous access, transmission, and switching of voice, data, and imaging services. These functions are provided via channelized transport facilities over a limited number of standard user-network interfaces. The ISDN architecture consists of digital switching systems that connect Primary Rate Interface lines to their serving central office.

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# 4.10 TCG PrimePlex PRI Service (Cont'd.)

B) Explanation of Terms (Cont'd.)

## Network Interfaces

ISDN Primary Rate Interface is comprised of a limited set of standard user-network interfaces. The PRI Customer Premises Equipment (CPE) located at the customer premises must be compatible with the network interface. This network interface is defined as follows:

The network interface is a metallic four-wire telephone loop interface between a switch equipped with ISDN and the Network Termination 2 (NT2). The NT2 is customer premises equipment required for providing physical compatibility in terminating telephone facilities at the customer premises.

# PRI Line Group

A PRI Line Group is a group of channels which are designated as one of the following:

- -Incoming Business Dial Tone Line Group
- -Outgoing Business Dial Tone Line Group
- -Two-Way Business Dial Tone Line Group
- -Call-by-Call Service Selection Line Group

Only one Call-by-Call line group may be provisioned on a PrimePlex PRI Arrangement. Where available, up to two of the other line group types may be provisioned on a PrimePlex PRI Arrangement. The total number of line groups per PRI Arrangement is limited to four. The capability to assign other than Call-by-Call line groups varies by central offices switch type.

## Primary Rate Access Facility

Primary Rate Access Facility provides a high capacity access path at a transmission speed of 1.544 megabits per second (Mbps) for communications between the Customer's premises and the serving central office. Each Primary Rate Access Facility supports one PrimePlex PRI arrangement.

## 4.10 TCG PrimePlex PRI Service (Cont'd.)

# D) <u>Service Capabilities</u>

PrimePlexPRI provides the capability to:

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- 1) Transport Customer information in the form of circuitswitched voice or data up to 64 Kbps over any B channel.
- 2) Allow, where available, one D channel to control up to 20 PRI Arrangements. In such cases, a single D channel in one PRI Arrangement handles all the signaling and control requirements of multiple PRI Arrangements to consist of 24 B channels.
- 3) Allow B channels to be allocated for specific services, such as Direct Inward Dialing (DID) and Direct Outward Dialing (DOD), or configure channels to access multiple services on a Call-by-Call basis. All of the preceding services may be accessed on a Call-by-Call Service Selection basis, except two-way lines which must be dedicated to specific channels.
- 5) Allow the user to have access to the directory number of the calling party.

## E) <u>Cond</u>itions

This service is offered subject to the following conditions:

- 1) PrimePlex PRI is only available from serving central offices equipped with the necessary facilities to provide PRI service. Feature availability and service capabilities are dependent on the facilities and digital technology providing the service.
- 2) ISDN-compatible terminal equipment is required for operation. It is the Customer's responsibility to power and obtain such equipment.
- 3) PrimePlex PRI service does not preclude customers from originating or receiving circuit-switched voice calls from inside or outside either their serving central office or their Local Exchange Area. Where facilities are available, Customers will be able to originate and receive circuit-switched data calls outside their serving central office.

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# 4.10 TCG PrimePlex PRI Service (Cont'd.)

- E) Conditions (Cont'd.)
  - 11) PrimePlex PRI High Volume Inbound Calling Option: PrimeConnect PRI (Cont'd)
    - PrimeConnect PRI is intended solely for the purpose of providing local and intraLATA non-toll access into a customer's location. In the event that local and intraLATA non-toll call placed into a customer's location become subject to additional charges imposed by connecting carriers or regulation, the Company reserves the right to modify the facility rate charges for traffic into the location upon 30 days written notice to the customer. The customer has the option to accept the rate change(s) or terminate the contract without penalty, unless specifically bound to specific commitments associated with capital recovery, special construction, or other issues written into the customer's contract or agreement with the Company over and above the normal terms and condition of the contract or agreement.

# F) Features

- 1) Backup D Channel: Automatically takes over for a failed D channel in case of trouble. This is purchased as part of a 23B+Backup D PRI Arrangement.
- 2) Call-by-Call Service Selection (CBC): Provides an option (T) to the Dedicated B Channel Configuration allowing B channels to be configured to access multiple services on a per-call basis. With this optional feature, separate facilities are not needed for individual services such as DID, DOD, and business dial tone lines. The customer premises equipment signals the local serving central office as to what typed of services to access for each call.
- 3) Calling Party Number (CPN): Allows the user to have access to the directory number of the calling party. Provision of per-call and line blocking capabilities is a function of the customer premises equipment and is the responsibility of the customer.
- 4) Multiple Facility Signaling Control: Allows the D channel one PRI Arrangement to provide signaling for up to 20 PRIs terminating on a switch module. Requires Backup D channel.

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# 4.10 TCG PrimePlex PRI Service (Cont'd.)

# F) Features (Cont'd)

- Original Called Number (OCN): (must be ordered for specific PRI ISDN trunks) places the callers original dialed digits into the OCN field of the selected ISDN message, for inbound calls which have been forwarded one or more times. These ISDN messages, containing OCN information, will be transmitted over the designed Data-Channels (D-Channels, primary, secondary, and back-up) on the ISDN trunk.
- 6) 2 B-Channel Transfer on PRI: allows a controller that is interfaced over an ISDN PRI to initiate the transfer of one of its calls to another call so that the two endusers are connected to each other within the switch and the two PRI B-channels to the controller are released.

## G) Application of Rates

- 1) Business dial tone line functionality is included in the PrimePlex PRI Service rates and charges.
- 2) When DID numbers are ordered from the preceding, a DID line connection service charge applies for each B channel dedicated to DID service, or DID-simulated facility group member over which DID numbers are transmitted.
- 3) When a Customer converts existing DS1 facilities provided under PrimeXpress Service to Primary Rate Access Facilities, installation charges for the Primary Rate Access Facility are waived.
- 4) Hunting Service is included in PrimePlex PRI rates.

# H) Payment Options

A PrimePlex PRI customer may select a month-to-month or a one-, two- or three-year term commitment. All PRI services and features at a given premises must be subscribed to the same payment option.

## Additions to Service

During the term commitment period, the customer may add PRI services at the same monthly rate as specified in the initial order. The term commitment period for these additional services will end coterminous with the initial order.

# J) Changes in Future Term Commitment Rates

If the Company reduces, in its tariffs, the monthly rates for term commitments for PrimePlex PRI services, the subscriber may be allowed to cancel the existing order without penalty, providing the subscriber signs up for a new term commitment of equal or greater monetary value. The subscriber will be subject to all terms, conditions, and prices of the new term commitment.

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Effective: March 31, 2008

# 4.12 Prime Digital Trunk

## 4.12.1 Description

Prime Digital trunk (PDT) is a fractional digital switched service that provides trunk connections from an end user's Private Branch Exchange or capable Key System to the Company Switch Port. Prime Digital Trunk is delivered via a DS1 (1.544 Mbps) facility providing up to 23 voice-grade DS0 communications channels. Prime Digital Trunk is available on a 1, 2, or 3 year term commitment.

The Customer may opt to utilize Prime Digital Trunk service for outgoing calls only (DOD), incoming calls only (DID), or a combination of both inbound and outbound calls. When the Customer elects to utilize Prime Digital Trunk for both inbound and outbound calls, they may choose Two-Way service which allows incoming calls to an attendant only or they can elect to utilize DID/DOD service which allows incoming calls to be terminated directly to an end user behind a PBX or capable Key System. When DID or DID/DOD service is ordered, direct inward dialing (DID) numbers must be purchased from the Company.

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Per subscribed Rate Center, the Customer is required to subscribe to a sufficient number of trunks or channels so as not to degrade the Company's network below an incoming call completion rate of 99 percent. The call completion rate is based on an average of the busy hours occurring during the Customer's busiest hours during the billing cycle. Once the service has been established, the Company may require the Customer to increase the number of PDT trunks or channels to satisfy the call completion criteria listed above.

## 4.12.2 Rate Regulations

The following rate elements apply to Prime Digital Trunk service:

- A. Per Active Channel (PAC) charge monthly recurring charge applicable to each active DSO channel. A minimum of 12 PACs must be ordered per PDT facility.
- B. Non-recurring installation charges are applicable for each DSO channel.
- C. See Section 4.5.1 for local calling rates and Section 4.5.3 for intraLATA toll calling rates associated with PDT service.

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# 5.2 <u>Directory Assistance Service</u>

This Section applies to Directory Assistance Service furnished in Ohio by the Company within the Number Plan Area (NPA) served by the customer.

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## 5.2.1 Description

Customers and Users of the Company's End User Network Access Services may obtain directory assistance in determining and obtaining telephone numbers by calling the Directory Assistance operator.

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## 5.2.2 Rates

Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged as shown in the Price List. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

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A Directory Assistance call charged to a calling card or commercial calling card or to a third number will be billed the appropriate operator charge, plus the charge for Directory Assistance.

# 5.2.3 No charge applies for:

- Calls for Directory Assistance originating from coin telephones.
- (2) Calls for Directory Assistance from Users who have requested exemption for the Directory Assistance Charge because they are unable to use telephone directories due to physical or mental limitations. To obtain such exemption, the Customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. Information contained on the exemption records shall be treated as confidential by the Company. The Customer shall notify the Company when the need for an exemption no longer exists.

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## SECTION 5 - SUPPLEMENTAL SERVICES. CONT'D

# 5.5.2 Rate Application

- 1. A Verification Charge will apply when:
  - a) The operator verifies that the line is busy with a call in progress, or
  - b) The operator verifies that the line is available for incoming calls.
- 2. Both a Verification Charge and an Interrupt Charge may apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
- 3. No charge will apply when the calling party advises that the call is from an official public emergency agency.

## 5.5.3 Rates

Verification Charge, each request \$ 1.50
Interrupt Charge, each request \$ 1.50

## 5.6 Customer Requested Service Suspensions

5.6.1 At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request, the Company will provide the customer with an intercept recording referring callers to another number.

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5.6.2 The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

## Period of Suspension Charge

- First Month or Partial Month reduction)
- Regular Monthly Rate (no
- Each Add'l. Month (one year limit) 1/2 Regular Monthly Rate

## 5.7 Connection Charges

## 5.7.1 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the

service, as deemed in Section 1 of this Tariff.

Business

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\$ 5.00

(T)

# 5.7.2 Moves, Adds and Changes

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

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

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

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

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Change:

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

Move	bbA	Change		
\$40.00	\$40.00	\$40.00	(D)	

# 5.7.3 Customer Not Ready Charge

Business:

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

## 5.8 Charges Associated with Premises Visit

#### 5.8.1 Terms and Conditions

The customer may ask for an estimate or a firm bid before requesting a Company technician to visit the customers' premises. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time (measured in 1/2 hour increments) and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested. Special Construction charges are identified in the Company's' General Regulations Tariff. Inside wire installation programs are identified in Section 3.4.3.

Per Premises Visit, Business: (1/2 hr.) \$45.00

- 5.11 Directory Listings (Cont'd)
- 5.11.3 Non-Listed Listings
  - B. Regulations (Cont'd)

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# C. Installation/Change Charge

An Installation/Change Charge is a non-recurring charge applicable to customer-requested changes of a Non-Published or Non-Listed listing. This charge also applies to the installation of a Non-Published or Non-Listed listing after the initial installation of the Customer's local service. Changes to published listings may be subject to an Installation/Change Charge.

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# SECTION 8 - PRICE SHEET CONTINUED

# 5.7.1 Restoral Charge

Business (T)

\$ 5.00 (T)

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(D)

# SECTION 8 - PRICE SHEET CONTINUED

# 5.7.2 Moves, Adds and Changes

	Move	<u>Add</u>	<u>Change</u>
Business:	\$40.00	\$40.00	\$40.00

# 5.8 Charges Associated with Premises Visit

Per Premises Visit, Business:(1/2 hr.)\$45.00

# 5.10 Added Labor Charge

\$8.00 per 6-minute increment

# 6.6 Rates and Charges

Each number ported to the Connecting Company will be charged as follows:

DID option -\$3.00 per number ported per month RCF option -\$3.00 per number ported per month

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# EXHIBIT C

TCG Ohio (TCG) is filing this application to make some text changes to PUCO No. 1, General Regulations, for language clean up, including the removal of references to residential service offerings, prior to detariffing on April 1, 2008. TCG has not marketed or offered services to residential customers and withdrew its offerings of residence service on 12/03/07 in case 07-1221-TP-ATW. None of the revisions are customer affecting.