The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

DETARIFFING AND RELATED ACTIONS

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

In the Matter of the Application of CenturyTel Solutions, LLC to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD	TRF Docket No. 90-9330-TP-TRF Case No.08 - 402 - TP - ATA NOTE: Unless you have reserved a Case No. leave the "Case No fields BLANK.	
Name of Registrant(s) CenturyTel Solutions, LLC.		
DBA(s) of Registrant(s) CenturyTel		
Address of Registrant(s) PO Box 4065, Monroe, LA 71211		
Company Web Address centurytel.com		
Regulatory Contact Person(s) Ron Johnson	Phone <u>903-439-6209</u>	Fax
Regulatory Contact Person's Email Address ron.p.johnson@centuryte	el.com	
Contact Person for Annual Report Ron Johnson		Phone <u>903-439-6209</u>
Address (if different from above)		
Consumer Contact Information Ron Johnson		Phone <u>903-439-6209</u>
Address (if different from above)		

Part I – Tariffs

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

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

Carrier Type	☐ ILEC		
Business Tier 2 Services		\boxtimes	
Residential & Business Toll Services		\boxtimes	\boxtimes
Other Changes required by Rule (Describe in detail in Exhibit C)		\boxtimes	

Part II - Exhibits

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

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, <u>CenturyTel Solutions, LLC.</u> (Name)

, and am authorized to make this statement on its behalf.

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

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

Executed on (Date) April 2, 2008

at (Location) 100 CenturyTel Drive, Monroe, LA 71230-2041

*(Signature and Title) /s/ Chantel Mosby

(Date) April 2, 2008

• This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Chantel Mosby

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) /s/ Chantel Mosby, Director, Tariffs/Compliance

(Date) April 2, 2008

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio Attention: Docketing Division 180 East Broad Street, Columbus, OH 43215-3793

Oi

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

CenturyTel Solutions, LLC

EXHIBIT A
Current Tariffs

CENTURYTEL SOLUTIONS, LLC

REGULATIONS AND SCHEDULES FOR LOCAL EXCHANGE AND INTEREXCHANGE SERVICE

APPLYING TO END USER COMMUNICATIONS

WITHIN THE STATE OF OHIO

This tariff applies to the Competitive Local Exchange and Interexchange Telecommunications Services furnished by CenturyTel Solutions, LLC ("Company") between one or more points in the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business, 100 Century Park Drive, Monroe, LA 71203

Tariff No. 90-9330-TP-TRF

1508577v3 ISSUED: June 16, 2006 EFFECTIVE: June 16, 2006

Issued under authority of the Public Utilities Commission of Ohio, in Case No. 06-615-TP-ACE

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EXPLANATION OF SYMBOLS

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

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

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

<u>Automatic Number Identification (ANI)</u>: Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Subscriber. The primary purpose of ANI is to allow for billing of toll calls.

<u>Bit</u>: The smallest unit of information in the binary system of notation.

<u>Call Back/Camp On</u>: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

<u>Call Forwarding</u>: Allows an incoming call to be sent elsewhere.

<u>Call Forwarding Station</u>: Allows calls directed to a station line to be routed to a user defined line inside or outside the Customer's telephone system.

<u>Call Forwarding System</u>: Permits calls attempting to terminate to a busy station line to be redirected to a predetermined line inside or outside the Customer's telephone system.

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<u>DEFINITIONS</u> (Cont'd)

<u>Call Forwarding Remote</u>: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

<u>Call Forwarding Busy</u> Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be forwarded to a number different from DID calls.

<u>Call Forwarding Don't Answer</u>: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

<u>Call Forwarding Variable Limited</u>: When a station line user or the attendant activates this feature, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

<u>Call Forwarding Variable Unlimited</u>: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

<u>Call Hold</u>: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

<u>Call Park</u>: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

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<u>DEFINITIONS</u> (Cont'd)

<u>Call Pickup</u>: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a Customer group.

<u>Call Transfer</u>: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

<u>Call Waiting</u>: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

<u>Central Office</u>: A local telephone company switching system where telephone exchange service customer loops are terminated for purposes of interconnection to each other and to trunks.

<u>Collocation Point</u>: Central Offices where CenturyTel Solutions has installed equipment and connected to the Incumbent Local Exchange Carrier (ILEC) network so that CenturyTel Solutions can connect to end-user Customers served out of the particular Central Office via leased unbundled network element loops (UNE loops).

<u>Communication Services</u>: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company or CenturyTel Solutions: CenturyTel Solutions, LLC, the issuer of this tariff.

<u>Conference</u>: Dependent upon the service, allows customers to add limited number of parties to a call.

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<u>Customer</u> or <u>Subscriber</u>: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations. Customers are classified according to 1) the categories listed below; and for all categories of customers except OnNet Customers and Resold-Only Customers, 2) the Collocation Points listed above for services provided under this tariff. A line is defined as a voice or digital circuit with transmission capacity up to 64KB per second.

- 1-2 Line UNE Customers Customers who subscribe to a total of one to two lines of voice and/or data services serviced via DSO (64KB analog loop) and/or DS1 (1.544 MB digital loop) UNE(s).
- 3 4 Line UNE Customers Customers who subscribe to a total of three to four lines of voice and/or data services served via DSO and/or DS1 UNEs.
- 5 9 Line UNE Customers Customers who subscribe to a total of five to nine lines of voice and/or data services served via DSO and/or DS1 UNEs.
- 10 16 Line UNE Customers Customers who subscribe to a total of 10 to 16 lines of voice and/or data services served via DSO and/or DS1 UNEs.
- 17 23 Line UNE Customers Customers who subscribe to a total of 17 to 23 lines of voice and/or data services served via DSO and/or DS1 UNEs.
- 24 50 Line UNE Customers Customers who subscribe to a total of 24 to 50 lines of voice and/or data services served via DSO and/or DS1 UNEs.
- 50+ Line UNE Customers Customers who subscribe to a total of 50 or more lines of voice and/or data services served via DSO and/or DS1 UNEs.

OnNet Customers - Customers who are, or will be, serviced by CenturyTel Solutions through a direct connection to CenturyTel Solutions' fiber network via a fiber loop or fiber lateral into the Customer's premise.

Resold-Only Customers - Customers who are, or will be, serviced by CenturyTel Solutions exclusively through the resale of other carriers' retail services delivered through other carriers' facilities.

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<u>Dial Pulse (or "DP")</u>: The pulse type employed by rotary dial station sets.

<u>Direct Inward Dial (or "DID")</u>: A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

<u>DID Trunk</u>: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

<u>Direct Outward Dial (or "DOD")</u>: A service attribute that allows individual station users to access and dial outside numbers directly.

<u>Do Not Disturb</u>: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

<u>DSX-1 Panel</u>: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

<u>Dual Tone Multi-Frequency (or "DTMF")</u>: The pulse type employed by tone dial station sets.

<u>Duplex Service</u>: Service that provides for simultaneous transmission in both directions.

<u>Fiber Optic Cable</u>: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

<u>Hunting</u>: Routes a call to an idle station line in a prearranged group when the called station line is busy.

<u>In-Only</u>: A service attribute that restricts outward dial access and mutes incoming calls to a designated answer point.

<u>Joint User</u>: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by CenturyTel Solutions arid to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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Kbps: Kilobits per second, denotes thousands of bits per second.

<u>Last Number Redial</u>: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

<u>LATA</u>: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No.4.

<u>Local Exchange Carrier or ("LEC")</u>: Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

<u>Multi-Frequency or ("MF")</u>: An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

<u>Recurring Charges</u>: The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

<u>Service Order</u>: The request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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<u>Shared</u>: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

<u>Speed Calling</u>: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Customer-changeable.

Standalone Switched Long Distance Service Customer: Refers to Customers who do not subscribe to the Company's local exchange service and whose local telephone lines are presubscribed by the local exchange company to the Company's long distance service, such that "1 + interLATA" calls are automatically routed to the Company's network.

<u>Standalone Switched Toll Free Service Customer:</u> Refers to Customers who do not subscribe to the Company's local exchange service but do subscribe to the Company's Toll Free Service which permits calls to be completed to the Customer's location without charge to the calling party.

<u>Station</u>: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

<u>System</u>: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Three Way Calling: Allows a station line user to add a third party to an existing conversation.

<u>Two Way</u>: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

<u>User or End User</u>: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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Section 1 - <u>APPLICATION OF TARIFF</u>

1.1 APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate, local exchange and interexchange telecommunications services provided by CenturyTel Solutions, LLC hereinafter referred to as the Company to Customers within the State of Ohio.

1.1.1 Service Territory

CenturyTel Solutions, LLC will provide service to customers located in the service areas of AT&T Ohio, Cincinnati Bell Telephone Company, United Telephone Company of Ohio d/b/a Sprint and Verizon North Inc.

1.1.2 Availability

Service is available where facilities permit.

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2.1 USE OF FACILITIES AND SERVICE

2.1.1 Obligation of the Company

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

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

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

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2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.1 Obligation of the Company (Cont'd)

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

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

2.1.2 Limitations on Liability

2.1.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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- 2.1 USE OF FACILITIES AND SERVICE (Cont'd)
 - 2.1.2 Limitations on Liability (Cont'd)
 - 2.1.2.2 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: 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. Pursuant to Ohio Administrative Code Rule 4901:1-5-16(C), the Company may request a waiver in the event of a verifiable act of God.
 - 2.1.2.3 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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- 2.1 USE OF FACILITIES AND SERVICE (Cont'd)
 - 2.1.2 Limitations on Liability (Cont'd)
 - 2.1.2.4 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
 - 2.1.2.5 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

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2.1 USE OF FACILITIES AND SERVICE (Cont'd)

- 2.1.2 Limitations on Liability (Cont'd)
 - 2.1.2.6 The Company is not liable for any claims for loss or damages involving:
 - (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - (b) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
 - (c) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 - (d) Any act or omission in connection with the provision of 911, E911 or similar services;
 - (e) Any non completion of calls due to network busy conditions.

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- 2.1 USE OF FACILITIES AND SERVICE (Cont'd)
 - 2.1.2 Limitations on Liability (Cont'd)
 - 2.1.2.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
 - (a) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
 - (b) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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2.1 USE OF FACILITIES AND SERVICE (Cont'd)

- 2.1.2 Limitations on Liability (Cont'd)
 - 2.1.2.7 (Cont'd)
 - (c) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
 - 2.1.2.8 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
 - 2.1.2.9 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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- 2.1 USE OF FACILITIES AND SERVICE (Cont'd)
 - 2.1.2 Limitations on Liability (Cont'd)
 - 2.1.2.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
 - 2.1.2.11 Approval of the above tariff language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use of Service

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

2.1.4 Use and Ownership of Equipment

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

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

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2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.5 Directory Errors (Cont'd)

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- 1. Pursuant to Ohio Administrative Code Rule 4901:1-5-16(F), the Company shall issue the customer a credit for the equivalent of not less than three months' regulated local service charges. The credit shall not apply in cases where the customer provided the information after the deadline for directory publication.
- 2. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 3. Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of two business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex-type attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)

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2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.5 Directory Errors (Cont'd)

- 4. Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic regulated monthly rate.
- 5. Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- 6. Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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2.2 PAYMENT FOR SERVICES RENDERED

2.2.1 Responsibility for All Charges

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

2.2.2 Deposits

In accordance with Ohio Administrative Code Rules 4901:1-5-13 and 4901:1-17, the Company may require a security deposit. The deposit requested will be held as a guarantee for the payment of charges. The Company agrees to abide by the regulations associated with Customer deposits as set forth in Ohio Administrative Code Rule 4901:1-5-13. The deposit will not exceed an amount equal to:

Two (2) month's projected billing for a service or facility. The estimated average billing will not include long distance charge from other non-affiliated service providers. The deposit related to basic local telecommunications service and long distance service shall be separately identified.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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Issued under authority of the Public Utilities Commission of Ohio, in Case No. 06-615-TP-ACE

2.2 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.2.2 Deposits (Cont'd)

a. Interest on Deposits

The Company agrees to abide by the regulations associated with Customer deposits as set forth in Ohio Administrative Code Rule 4901:1-5-13. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

The Company shall pay interest on cash deposits at no less than three (3) percent per annum pursuant to Ohio Administrative Code Rule 4901:1-17-05.

If a refund or credit of the deposit is made within one hundred eighty (180) days of receipt of the deposit, no interest payment shall be made.

The deposit shall cease to draw interest on the date it is returned or credited to the customer's account.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request in accordance with Ohio Administrative Code Rule 4901:1-5-13.

c. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

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Issued under authority of the Public Utilities Commission of Ohio, in Case No. 06-615-TP-ACE

2.2 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.2.3 Payment of Charges

Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If an objection results in a refund to the customer, such refund will be with interest at a rate of at least five percent (5%) as set forth in Ohio Administrative Code Rule 4901:1-5-16(G)(2). Interest will accrue from the date when the customer's overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the Company receives the overpayment.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may contact the Public Utilities Commission of Ohio toll free at 180 East Broad Street, Columbus, Ohio 43215-3793 or by calling 1-800-686-7826 or 1-614-466-3292, or for TDD/TTY toll free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at www.PUCO.ohio.gov.

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2.2 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.2.4 Return Payment Charge

When a customer makes a payment to the Company in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to the Company unpaid.

Maximum Charge: \$50.00

2.2.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrearages.
- Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts.
 Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of Ohio. These agencies are required to make payment in accordance with applicable state law.

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2.2 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.2.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill.

The total overcharge and accrued interest at the rate of at least five (5) percent per annum, shall be paid to the customer pursuant to Ohio Administrative Code Rule 4901:1-5-16(G). The date when overpayment will be considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

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2.3 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.4 TELEPHONE SURCHARGES/TAXES

2.4.1 General

The customer is responsible for the payment of all state, local and E9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff.

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2.5 DISCONNECTION OF SERVICE

2.5.1 Disconnection for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. The Company will comply with the Commission's Minimum Telephone Service Standards regarding denial or disconnection of service as set forth in Ohio Administrative Code Rule 4901:1-5-17.

If service is disconnected for nonpayment, the customer will be charged a Reconnection Charge as well as any payment due and any applicable deposits upon reconnection.

The maximum rate of the Reconnection Charge is as follows:

Maximum: \$75.00

Partial payments will be applied towards any past due amount in accordance with Ohio Administrative Code Rule 4901:1-5-17(C).

Toll service may be disconnected for nonpayment of toll service in accordance with Ohio Administrative Code Rule 4901:1-5-17(B).

- a. Termination shall not be made until at least twenty (20) days after written notification has been mailed to the billing address of the customer.
- b. Suspension will not be made until at least seven (7) days from the postmark date after written notification has been mailed to the customer.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.2 Exceptions to Disconnection

Pursuant to Ohio Administrative Code Rule 4901:1-5-17(J) Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment of any billed charge, which is in dispute or for the nonpayment of a deposit, which is in dispute during the period before a determination of the dispute, is made by the Company in accordance with Company's complaint handling procedures.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

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2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the end of business on that day.

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2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.4 Termination For Cause Other Than Nonpayment

a. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

- 1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
- 2. if the Customer's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company' employees, or
- 3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
- 4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification.

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2.5 DISCONNECTION OF SERVICE (Cont'd)

- 2.5.4 Termination For Cause Other Than Nonpayment (Cont'd)
 - b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- 1. The use of facilities or service of the Company without payment of tariff charges;
- 2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- 3. The use of profane or obscene language;
- 4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
- 5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
- 6. Permitting fraudulent use.

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2.5 DISCONNECTION OF SERVICE (Cont'd)

- 2.5.4 Termination For Cause Other Than Nonpayment (Cont'd)
 - c. Abandonment or Unauthorized Use of Facilities
 - 1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
 - 2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a) No charge shall apply for the period during which service had been terminated, and
 - b) Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.4 Termination For Cause Other Than Nonpayment (Cont'd)

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.5.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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2.6 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.6.1 Application of Rates

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

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2.6 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.6.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to the telephone numbers assigned to any customer.

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

2.6.3 Deposits

Pursuant to Section 2.2.2 of this Tariff, deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.6.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer; or the operation or malfunction of the facilities, power, or equipment provided by the Customer; or military action, war, insurrection, riot or strike; or cannot be repaired due to the Customer missing a repair appointment, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff and in accordance with Ohio Administrative Code Rule 4901:1-5-16.

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2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.7.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports or when the Company becomes aware of an interruption, a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - i. If interruption continues for less than 24 hours:
 - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

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2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

- 2.7.1 Credit for Interruptions (Cont'd)
 - c. (Cont'd)
 - ii. if interruption continues for more than:
 - a) 24 hours but less than 48 hours the Company will credit the Customer the pro rata portion of the monthly charge(s) for all regulated local services rendered inoperative
 - b) 48 hours but less than 72 hours the Company will credit the Customer one-third of one month's charges for any regulated local services rendered inoperative.
 - c) 72 hours but less than 96 hours the Company will credit the Customer two-thirds of month's charges for any regulated local services rendered inoperative.
 - d) more than 96 hours the Company will credit the Customer one month's charges for any regulated local service rendered inoperative.

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.7.1 Credit for Interruptions (Cont'd)

d. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. Except as provided in Ohio Administrative Code Rule 4901:1-5-19, no allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the subscriber's local call allowance during a given billing period.

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2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.7.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a. interruptions due to the negligence of, or non-compliance with the provisions
 of this Tariff, by any party other than the Company, including but not limited
 to the customer, authorized user, or other common carriers connected to, or
 providing service connected to, the service of the Company or to the
 Company's facilities;
- b. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- c. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- d. interruptions of service due to circumstances or causes beyond the control of the Company.

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2.8 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 pursuant to any sale or transfer of substantially all the assets of the Company or

2.9 NOTICES AND COMMUNICATIONS

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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2.10 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK

2.10.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this tariff.

2.10.2 Liability for Calling Card Fraud

- a. Unless otherwise determined by the Commission, the Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- b. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- c. The Customer must give the Company verbal notice followed by a written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.
- d. The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- e. The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

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2.10 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK (Cont'd)

2.10.3 Liability for Credit Card Fraud and Other Unauthorized Use

- a. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.
- b. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- c. The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- d. The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

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2.11 SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES

2.11.1 Obligations of the Company

In compliance with the Ohio Public Utilities Commission rules and regulations, when providing operator services, the Company will:

- a. Identify itself audibly, and distinctly, to the Customer at the beginning of each call before the Customer incurs any charges and also a second time prior to connecting the call before the Customer incurs any charges, otherwise referred to as double branding; and
- b. Inform the Customer, upon request, of the rates to be charged and explain the method of billing and collection used by the Company at no charge. In addition, explain the methods by which complaints concerning rates, charges, or collection practices will be resolved; and
- c. Permit the Customer to terminate the call at no charge before the call is connected; and
- d. Not bill for unanswered or incomplete telephone calls; and
- e. Not engage in call splashing (billing rates other than from the actual call origination) unless the Customer requests to be transferred to another provider of operator services, the Customer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the Customer then consents to be transferred: and

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2.11 SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES (Cont'd)

2.11.1 Obligations of the Company (Cont'd)

- f. Withhold payment of any compensation to aggregators if the Company reasonably believes that the aggregator is engaging blocking 8XX, 950 or any other end user access to the end user's carrier of choice; and
- g. Upon receipt of any emergency telephone call, the Company shall immediately connect the call to the appropriate emergency service of the reported locations of the emergency, if known, and, if not known, of the originating location of the call.
- h. All 0- and 0+ IntraLATA calls are routed to the local exchange company.

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Section 3 – APPLICATION OF RATES

3.1 INTRODUCTION

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff

3.2 CHARGES BASED ON DURATION OF USE

- 3.2.1 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:
 - (A) Calls are measured in durational increments identified for each service.

 All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
 - (B) 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). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
 - (C) Timing terminates on all calls when the calling party hangs up or the Company's network receive an off-hook signal from the terminating carrier.
 - (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
 - (E) All times refer to local time.

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Section 3 – <u>APPLICATION OF RATES</u> (Cont'd)

3.3 RATES BASED UPON DISTANCE

- 3.3.1 Where charges for a service are specified based upon distance, the following rules apply:
 - (A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the National Exchange Cant Association, Inc. Tariff FCC No.4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.
 - (B) The airline distance between any two Rate Centers is determined as follows:
 - (1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the NECA tariff.
 - (2) Compute the difference between the "V'¹ coordinates of the two Rate Centers; and the difference between the two "H" coordinates.
 - (3) Square each difference obtained in step (2) above.
 - (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
 - (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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Section 3 – <u>APPLICATION OF RATES</u> (Cont'd)

3.3 RATES BASED UPON DISTANCE (Cont'd)

- 3.3.1 (Cont'd)
 - (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
 - (7) FORMULA =

$$(V1-V2)^2 + (H1-H2)^2$$

3.4 MINIMUM CALL COMPLETION RATE

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99.5% during peak use periods for the Company services.

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Section 4 - EXCHANGE ACCESS SERVICE

4.1 GENERAL

4.1.1 Exchange Access Service

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- a. receive calls from other stations on the public switched telecommunications network;
- b. access other services offered by the Company as set forth in this tariff;
- c. access certain interstate and international calling services provided by the Company
- d. access (at no additional charge) the Company's operators and business office for service related assistance;
- e. access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- f. access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

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4.1 GENERAL (Cont'd)

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

The following Exchange Access Services are offered:

Basic Line Service
Key Line Service
Basic Trunk Service
DID Trunk Service
Digital Trunk Service
ClearStarTM Advantage Service
Primary Rate ISDN Service (PRI)
Basic Rate ISDN Service (BRI)
Clear-T Service

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4.2 BASIC LINE SERVICE

Basic Line Service provides a Business Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line contains the standard features listed below.

Non-recurring and monthly recurring rates per Basic Line apply as follows:

	<u>Max</u>
Basic Business Line Measured — Non Recurring Charge 1 st Line 2 nd and 3 rd Line	\$75.42 \$75.42
Basic Business Line Measured Monthly Recurring Charge 1st Line $2^{\rm nd}$ and $3^{\rm rd}$ Line	\$40.73 \$46.13
Basic Business Line Message - Non Recurring Charge 1st Line 2 nd and 3 rd Line	\$75.42 \$75.42
Basic Business Line Message — Monthly Recurring Charge 1st Line 2 nd and 3 rd Line	\$34.31 \$38.75
Basic Business Line Flat — Non Recurring Charge 1st Line 2 nd and 3 rd Line	\$75.00 \$75.00
Basic Business Line Flat — Monthly Recurring Charge 1st Line 2 nd and 3 rd Line	\$45.00 \$45.00

^{*}The Monthly Recurring and Usage rates for Basic Line Service apply to all Customers and Subscribers as set forth in the Definitions.

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4.3 KEY LINE SERVICE

Key Line Service provides a Business Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Key Lines are provided for connection of Customer-provided key systems to the public switched telecommunications network Each Key Line contains the standard features listed below.

Non-recurring and monthly recurring rates per Key Line will apply.

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4.4 BASIC TRUNK SERVICE

Basic Trunk Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touchtone signaling and may be configured into a hunt group with other Company-provided Basic Trunks.

Basic Trunks may be equipped with Analog Direct Inward Dial (DID) capability and DID number blocks for additional charges.

The Monthly Recurring and Usage rates for Basic Trunk Service apply to all Customers and Subscribers and defined in Definitions.

	<u>Maximum</u>
Basic Business Trunk Measured – Non Recurring Charge	
1 st PBX Trunk	\$75.00
Each Additional PBX Trunk	\$75.00
Basic Business Trunk Measured – Monthly Charge	
1 st PBX Trunk	\$75.00
Each Additional PBX Trunk	\$75.00
Basic Business Trunk Message – Non Recurring	
Charge	
1 st PBX Trunk	\$75.00
Each Additional PBX Trunk	\$75.00
Basic Business Trunk Message – Monthly Charge	
1 st PBX Trunk	\$75.00
Each Additional PBX Trunk	\$75.00
Basic Business Trunk Flat – Non Recurring Charge	
1 st PBX Trunk	\$75.00
Each Additional PBX Trunk	\$75.00
Basic Business Trunk Flat – Monthly Charge	
1 st PBX Trunk	\$75.00
Each Additional PBX Trunk	\$75.00

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4.5 <u>CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS)</u>

4.5.1 Per Call Blocking

Per Call Blocking (Calling Number Delivery Blocking) - Enables customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing *67 from a touch-tone phone, or 1167 from a rotary dial phone, to activate the block. This action must be repeated each lime a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per call blocking will be available on a universal basis to all eligible customers. All public and semipublic payphones of CenturyTel Solutions will be equipped with Per Call Blocking.

4.5.2 Per Line Blocking

Per Line Blocking (Calling Number Delivery Suppression) - Enables Customers to prevent the disclosure of their telephone number on all outgoing calls, without the necessity of an activation code. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per line Blocking wilt be provided at no monthly charge on an optional basis to published and non-published customers at their discretion. To deactivate the privacy status, the customer would dial *82 from a touch-tone phone or 1182 from a rotary dial phone before placing a call. After completion of the call, the line reverts back to the privacy status. Law enforcement, domestic shelters and other special agencies will be offered free Per Line Blocking. Per Line Blocking will not be available to public, semi-public, two-party and four-party service customers.

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4.5 <u>CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS)</u> (Cont'd)

4.5.3 Call Return

Call Return (Automatic Recall) - Enables a customer to return the last incoming call whether or not it was answered. The customer dials the activation code of *69 from a touch-tone phone, or 1169 from a rotary dial phone, and the last incoming call is announced. if the incoming call was placed from a line designated as "private", a fast busy tone will be heard preventing the activation of the Call Return feature. Office-wide Call Return-Block -to-Private prevents Call Return activation when a local or toll calling party blocks their number. To activate the Call Return function the customer would then dial "I". If the line is busy when the customer activates the service, a confirmation announcement is heard, the customer hangs up, and a queuing process begins. For the next thirty minutes both the calling and called parties' lines are checked periodically. The call setup is made when both the originating and terminating lines are idle. After activation of the feature, the originating and terminating customers may place other calls without affecting the call return service status. Up to 30 calls may be held in queue for the Customer's Call Return activation. The call backs may be to areas where the toll charge would be applicable. This feature cannot be activated for all telephone numbers such as numbers with the 800 or 900 prefixes, or PBX extensions.

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4.6 CLEAR-T SERVICE

Clear-T is a bundled product that offers Local, Long Distance and Toll Free Services with optional custom calling features. This product is available only to local end users customers originating on the Company's facilities off its Ohio switches. Clear-T is available for one, two, and three-year term agreements. Each commitment level is available at the monthly recurring and non-recurring rates as specified below.

4.6.1 Line Components

Clear-T service monthly fee includes basic business lines, analog and digital PBX trunks. Customers may select a combination of lines/trunks up to 244 lines per Clear-T T-1. Also the following standard custom calling features are included in the monthly fee.

Hunting
Call Forwarding (Busy Line, Don't
Answer, Variable)
Call Waiting
Three Way Calling
Speed Dialing

Additional Charges will apply for the following components:

DID Trunk Termination (per DID trunk)

1st block of 20 DID numbers

DID each additional block of 20 up to 500 numbers

DID 500+ each additional block of 100 numbers

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4.6 CLEAR-T SERVICE (Cont'd)

4.6.2 Optional Custom Calling Features:

Anonymous Call Rejection

Call Block

Call Return

Call Selector

Call Tracing

Caller ID Basic

Caller ID Deluxe

Caller ID Enhanced

Preferred Call Forwarding

Remote Access Call Forwarding

Variable

Repeat Dialing

Call Transfer

4.6.3 Mailbox Options*

Standard Message Center Mailbox Enhanced Message Center Mailbox Power Message Center Mailbox Fax-Overflow Mailbox

4.6.4 Long Distance Service& Toll Free Service

Clear-T customers will receive the ClearSaver rates for intraLATA, intrastate, and interstate as listed in the Company's FCC tariff.

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^{*}These services are not regulated by the PUCO.

4.6 CLEAR-T SERVICE (Cont'd)

4.6.5 Ancillary Services include:

Ancillary Services include:
Directory Listings
Person to Person
Station to Station
Directory Assistance
Busy Line Verification
Emergency Interrupt Service

4.6.6 Expiration of Term Agreement

Consistent with the customer's agreement, the customer must notify the Company, in writing, at least 30 days prior to the expiration of services to express their desired services beyond the selected term agreement date. In lieu of written notification, the services will renew at the existing term agreement level. (i.e. a one year term agreement will renew to an additional one year agreement.)

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4.7 CLEARXPRESS BUSINESS BUNDLE (CBB)

The CBB is a bundled offering which includes hunting, caller I]) deluxe, call transfer and call forwarding variable. CBB is designed for customers with their own telephone equipment. CBB is delivered to the customer's demarcation point and is offered with a 36-month term.

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4.8 CLEARTOUCH SERVICE

ClearTouch Service includes the following:

OnNet Rates

Business/Business PBX with the following individual features:

Call Waiting

Call Forwarding Variable

Three-Way Calling

Speed Calling (8-code)

Speed Calling (30-code)

Call Forwarding Busy Line

Call Forwarding Don't Answer

Call Forwarding Don't Answer

Customer Control of Call forwarding Busy Line

Customer Control of Call Forwarding Don't Answer

Call Forwarding Busy Line Multipath or

Customer Control of Call Forwarding

Call Forwarding Don't Answer Multipath or

Customer Control of Call Forwarding Don't Answer

Call Forwarding Variable Multipath or

Remote Access- Call Forwarding Variable Multipath

Remote Access – Call Forwarding Variable

Call Return (per line)

Repeat Dialing (per line)

Call Selector (per line)

Preferred Call Forwarding (per line)

Call Block (per line)

Call Tracing (per line)

Anonymous Call Rejection

Caller ID (available w/ or w/o ACR)

Call Return

Repeat Dialing

Call Transfer

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Section 5 – EXCHANGE ACCESS OPTIONAL FEATURES

5.1 DIRECTORY LISTINGS

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number' in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge.

	Non-Recurring	Monthly Recurring
		<u>Maximum</u>
Each Additional Listing:	N/A	\$4.70
Non-Listed Semi-Private Listing	N/A	\$4.70
Non-Published Private Listing	N/A	\$4.70
Cross Reference Listing	N/A	\$4.70

5.2 DIRECT INWARD DIAL (DID) SERVICE

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

One DID Additive charge applies for each DID-equipped Basic Trunk or DID-equipped channel on a Digital Trunk. The Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group, or DID-equipped channel or channel group. ¹

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¹ A "group" is a set of Basic Trunks or Digital Trunk channels, which have been configured into a hunt group.

Section 5 – EXCHANGE ACCESS OPTIONAL FEATURES

5.3 CLEARVALUE BUNDLED SERVICE

CenturyTel Solutions' Service Offering is a bundled service that includes CenturyTel Solutions local exchange, inbound and outbound domestic long distance with voicemail provided at the same customer location. This service is available to Business customers and is subject to the availability of facilities and only offered where technically feasible.

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Section 6 - RESOLD LOCAL EXCHANGE SERVICE

6.1 DESCRIPTION

Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certificated Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

6.2 RATES

The following rates apply for Resold Local Exchange Services:

	Non-Recurring	Monthly Recurring
	<u>Maximum</u>	<u>Maximum</u>
Resold Basic Lines:		
Measured Service		
1 st Line	\$67.85	\$80.00
2 nd and 3 rd Line	\$42.35	\$80.00
Message Service		
1 st Line	\$67.85	\$80.00
2 nd and 3 rd Line	\$42.35	\$80.00
Flat Service		
1 st Line	\$67.85	\$80.00
2 nd and 3 rd Line	\$42.35	\$80.00
Resold Basic Trunks ²		
Measured Service		
1 st Line	\$58.35	\$80.00
2 nd and 3 rd Line	\$38.50	\$80.00
Message Service		
1 st Line	\$58.35	\$80.00
2 nd and 3 rd Line	\$38.50	\$80.00

Resold features associated with resold local exchange service will be priced according to the rate established for such features in the underlying carrier's effective intrastate tariffs.

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² Includes Hunting

Section 7 - LOCAL CALLING SERVICE

7.1 DESCRIPTION

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network³ bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

7.1.1 Basic Local Exchange Service

This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates.

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³ Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

Section 7 - LOCAL CALLING SERVICE (Cont'd)

7.1 DESCRIPTION (Cont'd)

7.1.2 Expanded Local Exchange Service

This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. Additional calls to the Basic Local Calling Area will be charged as specified below. All calls to the Expanded Local Calling Area will be charged a per call setup and per minute access charge as specified below. All calls to destinations outside the Expanded Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified below.

a. Time Periods

Day and Night/Weekend rates apply as follows:

Rates	<u>From</u>	To (but not including)	Days Applicable
Day	9:00 A.M.	9:00 P.M.	Mon. – Fri.

Night/Weekend All other days, times, and holidays.

Holidays include New Year Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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Section 7 - LOCAL CALLING SERVICE (Cont'd)

7.2 RATES

The rates set forth in this section apply to all direct dialed local calls. For operator-assisted local calls, the operator charges apply in addition to the charges listed below.

- 7.2.1 Usage Charges Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.
 - a. Monthly Message Allowance

Type of Service	Basic Calling <u>Area</u>	Extended Calling <u>Area</u>
Basic Local Exchange Service	73	N/A
Expanded Local Exchange Service	N/A	N/A
*Additional m	essage charge	<u>Maximum</u> \$0.101

*Additional message charge (for each message over monthly allowance)

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Section 7 - LOCAL CALLING SERVICE (Cont'd)

7.2 RATES (Cont'd)

b. <u>Expanded Calling Area</u> – The following usage charges apply to points in the Customer's Expanded Calling Area.

<u>MILEAGE</u>	<u>PEAK</u>	OFF-PEAK	
	<u>Maximum</u>	<u>Maximum</u>	
0-10 (Local)	\$0.0600	\$0.0300	
11-22	\$0.0650	\$0.0350	
23-55	\$0.0700	\$0.0400	

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Section 8 - INTRALATA CALLING SERVICE

8.1 DESCRIPTION

IntraLATA calling service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network⁴

8.2 TIME PERIODS

Day, Evening and Night/Weekend rate periods are shown below. On holidays, Evening rates will apply unless a lower rate will normally apply.

Rates	<u>From</u>	To (but not including	Days <u>Applicable</u>	Discount Applicable
Day	8:00 A.M. 1:00 P.M.	12:00 P.M. 5:00 P.M.	Mon. – Fri Mon. – Fri.	0% 0%
Evening	5:00 P.M.	11:00 P.M.	Mon. – Fri.	25%
Night/ Weekend	All oth	ner times		50%

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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⁴ Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

Section 8 – INTRALATA CALLING SERVICE

8.3 INTRALATA TOLL PRESUBSCRIPTION

After a subscriber's initial selection for a presubscribed intraLATA toll carrier any change thereafter, an IntraLATA Presubscription Change Charge will apply. The IntraLATA Presubscription Change Charge shall be applied as set forth in Section 5.2 of the Price List.

If a subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

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Section 9 - MISCELLANEOUS SERVICES

9.1 OPERATOR SERVICES

9.1.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines.

9.1.2 Definitions

<u>Person -- Person</u>: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, Sling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

<u>Station-to-Station</u>: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls maybe dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones, which are coin, telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

<u>Billed to Non-Proprietary Calling Card</u>: Refers to calls that are dialed by the Customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

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9.1.3 Rates

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections S and 9, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the Customer will be charged for the following operator-assisted services:

Person-to-Person (Operator Assisted)

Station-to-Station (Operator Assisted)

Operator Dialed Charge (applies in addition to other operator charges)

Billed to Non-Proprietary Calling Card (additional surcharge)

Directory Assistance

Director Assistance Call Completion

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9.2 BUSY LINE VERIFY AND LINE INTERRUPT SERVICE

9.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- (A) The operator will determine if the line is clear or in use and report to the calling party.
- (B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

9.2.2 Regulations

- (A) A charge will apply when:
 - (1) The operator verifies that the line is busy with a call in progress.
 - (2) The operator verifies that the line is available for incoming calls.
 - (3) The operator venues that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- (B) No charge will apply:
 - (1) When the calling party advises that the call is to or front an official public emergency agency.
 - (2) Under conditions other than those specified in 9.2.2(A) preceding.

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9.2 BUSY LINE VERIFY AND LINE INTERRUPT SERVICE (Cont'd)

- (C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- (D) The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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9.3 SERVICE IMPLEMENTATION CHARGE

9.3.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service, or after service has been disconnected for more than 30 days.

9.3.2 Rates

Non-Recurring Maximum \$67.85

per service order

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9.4 **CUSTOM CALLING SERVICE**

9.4.1 Business PBX – Individual Features:

Maximum Price \$15.00

- (a) Call Waiting
- (b) Call Forwarding Variable
- (c) Three-Way Calling
- (d) Repeat Dialing
- (e) Call Selector
- Call Screening (f)
- (g) Caller ID
 - Standard
 - \$15.00
 - With Name Enhancement
- (h) Busy Line Transfer
 - Standard
 - Customer Control Option
- 9.4.2 Business PBX – Per-Use/Temporary Features:
 - Three-Way Calling (a)
 - (b) Repeat Dialing
 - Call Forwarding (Temporary)

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9.5 PAYPHONE SERVICE PROVIDER TELEPHONE (PSP)

Access line service for Payphone Service Provider (PSP) telephones is an exchange line service provided at the request of a subscriber for telecommunications use by the general public. This access line service is provided on a flat rate basis. This access line service is provided for use with PSP non-coin-operated public telephones or PSP coinoperated public telephones. PSP telephones may utilize "store and forward" technology to complete 0+ local; intraLATA and interLATA collect only. Standard features included are Flex AM, Dial Around, Call Restriction, Call Screening, & Operator Screen Blocking. The subscriber shall be responsible for the installation, maintenance and operation of PSP telephones used in connection with this service. PSP telephones must be connected to the Company network in compliance with Part 68 of the FCC Rules and Regulations. The service is provided for use by the subscriber but may be used by others when so authorized by the subscriber, provided that all such usage is subject to the provisions of this Tariff. This service is not subject to concessions. Access line service for PSP telephones cannot be included on accounts containing other classes of service. This access line provides screening information to prevent the operator from allowing toll charges against the subscriber's line; the operator also cannot perform coin collecting functions. The Company is not responsible for refunds of coins deposited in .PSP coin-operated telephones. Customer-provided public telephones may only, be connected to access line service for PSP telephones. The subscriber to this service will be responsible for any and all toll charges billed to the subscriber's account. Providers of public voice facsimile services, which are transmitted over the public switched network are required to obtain Access Line Service for PSP telephones service for connection to the network. The term "Voice Facsimile service" refers to the use of devices providing facsimile service with associated voice capability so that the end user is able to make conventional voice calls as well as electronic transmittals over the same instrument. Provision for such services are subject to the rates and regulations set forth herein for Access Line Service for PSP Telephones.

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9.6 REMOTE CALL FORWARDING SERVICE

Service Area: Where facilities are available, the service area is defined by the NPA-NXX Codes and Exchanges listed below.

Local Calling Area: Exchanges and zones included in the local calling area for the NXX designations are specified below. NXXs associated with each particular exchange or zone may be found in the directory listings directory published by the incumbent local exchange carrier in the Customer's exchange area.

9.6.1 General

Remote Call Forwarding (RCF) is a local exchange service that utilizes a telephone number and Electronic Central Office facilities by which all incoming calls to the RCF telephone number are forwarded automatically to the subscriber's central office line in the same exchange as the RCF number or in a different exchange or to an inward WATS (toll-free Service) access line.

9.6.2 Regulations

- a. RCF service is offered in Electronic offices where facilities permit.
- b. RCF paths may be used singly, in groups, or as overflow paths for foreign exchange trunk groups. Only one forwarding number is permitted per group.
- c. Remote Call Forwarding is not offered where the terminating number is a coin telephone.
- d. Identification of the originating telephone number is not provided to the Remote Call Forwarding customer.

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9.6 REMOTE CALL FORWARDING SERVICE (Cont'd)

9.6.2 Regulations (Cont'd)

- e. Transmission may not be satisfactory on all calls.
- f. Remote Call Forwarding is not represented as suitable for the transmission of data.
- g. Remote Call Forwarding is provided on condition that the customer subscribe to sufficient RCF paths and terminating facilities to adequately handle calls to the RCF customer without interfering with or impairing any other services offered by the Company.
- h. The minimum charge for the RCF Service is the monthly rate for one month plus the Service Connection Charge.
- i. Charges for the call to the Remote Call Forwarding directory number shall be paid by the calling party.
- j. Each RCF group is entitled to one alphabetical and one classified listing at no additional charge in the directory, which serves the associated RCF central office. Overflow paths associated with foreign exchange trunk groups are not listed. All other listing regulations for business individual lines apply, except that no charge applies for non-published service in connection with RCF.

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9.6 REMOTE CALL FORWARDING SERVICE (Cont'd)

9.6.3 Rates

The following charge is for the Remote Call Forwarding feature only and in addition to applicable charges for service and equipment.

Remote Call Forwarding is per feature arranged and one access path for either interexchange, intraexchange, or local calling area per service request.

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9.7 SERVICE CONNECTION ASSISTANCE

9.7.1 General

Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

- (A) Waiver of applicable deposit requirements set forth in Section 2.8.3 of this tariff.
- (B) Full or partial waiver up to \$60.00 of the applicable service connection charges for establishing or re-establishing local exchange service (Service Connection Assistance does not apply to network wiring charges).

9.7.2 Regulations

- (A) Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:
 - (i) Home Energy Assistance Program (HEAP);
 - (ii) Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
 - (iii) Food Stamps;
 - (iv) Federal Public Housing or Section 8 Assistance; or
 - (v) Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).
- (B) The Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Paragraph 9.8.2(A) above; identifying the specific program or programs from which the customer receives benefits.

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9.7 SERVICE CONNECTION ASSISTANCE (Cont'd)

- 9.7.2 Regulations (Cont'd)
- (C) Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
- (D) Service Connection Assistance is available for all grades of service.
- (E) Service Connection Assistance is available for a single telephone line at the customer's principal place of residence.
- (F) Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the customer's current address.
- (G) Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

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Section 10 - SPECIAL ARRANGEMENTS

10.1 SPECIAL CONSTRUCTION

10.1.1 Basis for Charges

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

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

10.1.2 Basis for Cost Computation

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

- a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - i. equipment and materials provided or used;
 - ii. engineering, labor, and supervision;
 - iii. transportation; and
 - iv. rights of way and/or any required easements.
- b. Cost of maintenance.
- c. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

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Section 10 - <u>SPECIAL ARRANGEMENTS</u> (Cont'd)

10.1 SPECIAL CONSTRUCTION (Cont'd)

10.1.2 Basis for Cost Computation (Cont'd)

- d. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- e. License preparation, processing, and related fees.
- f. Tariff preparation, processing and related fees.
- g. Any other identifiable costs related to the facilities provided; or
- h. An amount for return and contingencies.

10.1.3 Termination Liability

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

- a. The period on which the termination liability is based is the estimated service life of the facilities provided.
- b. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

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Section 10 - <u>SPECIAL ARRANGEMENTS</u> (Cont'd)

10.1 SPECIAL CONSTRUCTION (Cont'd)

10.1.3 Termination Liability (Cont'd)

- b. (Cont'd)
 - (1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (a) equipment and materials provided or used;
 - (b) engineering, labor, and supervision;
 - (c) transportation; and
 - (d) rights of way and/or any required easements;
 - (2) license preparation, processing, and related fees;
 - (3) tariff preparation, processing and related fees;
 - (4) cost of removal and restoration, where appropriate; and
 - (5) any other identifiable costs related to the specially constructed or rearranged facilities.
- c. Based upon contract with business customers, the termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
- d. Inclusion of early termination liability by the Company in this tariff or a contract does not constitute a determination by the Public Utilities Commission of Ohio that the termination liability imposed by the Company is approved or sanctioned by the Public Utilities Commission of Ohio. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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Section 10 - <u>SPECIAL ARRANGEMENTS</u> (Cont'd)

10.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

10.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

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

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

10.5 TEMPORARY PROMOTIONAL PROGRAMS

The Company may establish temporary promotional programs as part of its sales and marketing efforts as may be needed to respond to customer needs, which will comply with Ohio Administrative Code Rule 4901:1-6-18.

- a. Introduce New Services The Company may waive or reduce non-recurring or recurring charges to introduce present or potential Customers to a service not previously received by the Customers.
- b. Respond to Competitive Offers The Company may waive or reduce non-recurring or recurring charges in response to competitive offers from other service providers.

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Section 11 - INTEREXCHANGE SERVICE

11.1 RATES CHARGED BASED ON TIMING OF CALLS

The Company will offer interexchange services throughout all 88 counties in the State of Ohio. Where charges for service are specified based on the timing of calls, such as the duration of a telephone call, the following rules apply;

11.1.1 When Billing Charges Begin and Terminate For Phone Calls

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

11.1.2 Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is 1 minute for a connected call. Calls beyond 1 minute are billed in 1 minute increments.

11.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

11.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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11.2 RATES BASED UPON CALCULATION OF DISTANCE

Where the charges for service are specified based upon distance, the following rules apply:

- a. Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is set of geographic coordinated, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No.4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.
- b. The airline distance between any two Rate Centers is determined as follows:
 - i. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
 - ii. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
 - iii. Square each difference obtained in step (B) above.
 - iv. Add the square of the "V" difference and the square of the "H" difference obtained in step (C).
 - v. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - vi. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained this is the airline mileage.

vii. Formula =
$$\sqrt{\frac{(V1-V2)^2+(H1-H2)^2}{10}}$$

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11.3 MINIMUM CALL COMPLETION RATE

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99.5% during peak use periods for the Company services.

11.4 SERVICE OFFERINGS

11.4.1 Long Distance Service (LDS)

a. Description

Long Distance Service (LDS) is a communications service, which is available for use by Customers twenty-four (24) hours a day. Customers may originate LDS from locations served by the Company, and may terminate in all locations within the State of Ohio. Operator, Calling Card, and Directory Assistance services are available to Customers of the Company's LDS service subject to the provisions of this tariff.

LDS calls will be billed in 6-second increments with an initial billing period of 6 seconds.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.1 Long Distance Service (LDS) (Cont'd)

a. Description (Cont'd)

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

Switched LDS* is offered in Feature Group D (FOE)) exchanges where the Customer's local telephone lines are presubscribed by the local exchange company to the Company's LDS service, such that "1+" interLATA calls are automatically routed to the Company's network.

Dedicated LDS is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Zero – The calling party has only entered an 0 so an operator can obtain both the destination number and the billing information

Zero +
The calling party has entered a destination

Zero +- The calling party has entered a destination number but has to talk to the operator about the billing information

Zero ++ The calling party has entered the destination number and the billing information

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^{*}Switched Long Distance Service is available only when a customer also receives local exchange service from CenturyTel Solutions.

11.4 SERVICE OFFERINGS (Cont'd)

11.4.1 Long Distance Service (LDS) (Cont'd)

- b. Commitment Levels and Term Plans
 - i. LDS is available on a month-to-month basis or on an optional 1,2, or 3-year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service non-recurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory Assistance and Operator Service.
 - ii. Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.
 - iii. A Customer who terminates a term plan in the 1st year prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.
 - iv. A Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration will be required to pay 35% an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.1 Long Distance Service (LDS) (Cont'd)

- b. Commitment Levels and Term Plans (Cont'd)
 - v. Inclusion of early termination liability by the Company in this tariff or a contract does not constitute a determination by the Public Utilities Commission of Ohio that the termination liability imposed by the Company is approved or sanctioned by the Public Utilities Commission of Ohio. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

c. Discounts

The discounts described in Section 1.7 on per minute basis for qualifying usage are based on the monthly commitment level and term plan selected by the Customer.

11.4.2 Toll Free Service

a. Description

- i. Toll Free Service is an inbound communications service, which permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten-digit telephone number (8XX+NXX-XXXX), which will terminate at the Customer's location. Calls may originate from any location within the State of Ohio and may terminate at the Customer's location.
- ii. Toll Free Service will be billed per call based on the duration of the call. Each call will be billed in 6 second increments with an initial billing period of 18 seconds. Usage discounts apply to aggregate monthly interstate and intrastate usage.
- iii. Toll Free Service is offered in two variations depending upon the method the Customer employs to access the Company's network for use of the service:

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.2 Toll Free Service (Cont'd)

- a. Description (Cont'd)
 - iv. Switched Toll Free service calls are originated via normal shared use facilities and are terminated via the Customers local exchange service access line.
 - v. Dedicated Toll Free service calls are originated via normal shared use facilities and are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunkcompatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.2 Toll Free Service (Cont'd)

- b. Commitment Levels and Term Plans
 - i. Toll Free is available on a month-to-month basis or on an optional 1,2, or 3-year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service non-recurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory Assistance and Operator Service.
 - ii. Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.
 - iii. A Customer who terminates a term plan in the 1st year prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.
 - iv. A Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration will be required to pay 35% an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.2 Toll Free Service (Cont'd)

- b. Commitment Levels and Term Plans (Cont'd)
 - v. Inclusion of early termination liability by the Company in this tariff or a contract does not constitute a determination by the Public Utilities Commission of Ohio that the termination liability imposed by the Company is approved or sanctioned by the Public Utilities Commission of Ohio. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

c. Discounts

The discounts described in Section 1.8 on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer.

11.4.3 Miscellaneous Services

- a. Operator Service
 - i. Operator Service is available to users of the Company's LIDS service and to users accessing public payphones or Customer provided stations for operator-assisted calls. In addition to usage charges, each operator call will be assessed a charge(s) as set forth in this tariff. The methods available to the Customer for accessing the Company's operator depends upon the type of LDS:
 - ii. Pre-subscribed LDS users and pre-subscribed public payphones or Customer provided stations may dial "00"; or dial "0+ the called InterLATA telephone number (NPA+NXX-XXXX) for long distance calling assistance from the equal access (FGD) areas.

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11.4 SERVICE OFFERINGS (Cont'd)

- 11.4.3 Miscellaneous Services (Cont'd)
 - a. Operator Service (Cont'd)
 - iii. Dedicated LDS users may dial "00" or "0+"
 - b. Calling Card Service
 - i. Calling Card Service is provided to Customers for use when away from their established service location. Access to the service is gained by dialing a Company designated SXX access number (SXX-NXX-XXXX), plus the Customer' s/ User's Calling Card authorization number and the called telephone number.
 - ii. The Calling Card can also be used to place operator-assisted and directory assistance calls, subject to the application of additional charges.
 - iii. Beyond these standard features, the Calling card includes the following enhanced features: conference calling, Voice Mail access, voice messaging, news and information access and speed dialing.* Use of these enhanced features is subject to separate charges. Calling Card calls are billed in full minute increments, with a one-minute minimum. This service is offered with Peak and Off-Peak pricing. Descriptions of the additional features are as follows.

*Voice Mail service is not regulated by the PUCO.

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11.4 SERVICE OFFERINGS (Cont'd)

- 11.4.3 Miscellaneous Services (Cont'd)
 - b. Calling Card Service (Cont'd)
 - iii. (Cont'd)
 - a. The Calling Card can be used to place Company operator-assisted calls. Surcharges apply per call, in addition to the standard usage charges.
 - b. The Calling Card can be used to place calls for Directory Assistance. A flat charge will apply per requested number (Requested Number Charge). At the Customer's option, the Company will automatically place a call to the requested number. For calls completed in this manner, a Call Completion Charge and the Standard Usage Charges will apply in addition to the Requested Number Charge.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.3 Miscellaneous Services (Cont'd)

- b. Calling Card Service (Cont'd)
 - iii. (Cont'd)
 - c. Enhanced features are available for use as described below. Enhanced features charges apply in lieu of standard usage charges. Usage charges are billed in six-second increments with a one-minute minimum.
 - Conference Calling allows the User to establish a conference call by accessing the conference operator. Charges apply per established line and per minute of usage.
 - 2. Voice Mail Access allows the User to access the Company's Voice Mail and to place return calls without having to hang-up and initiate a new calling card call.*
 - 3. Voice Message allows the User to leave up to a threeminute voice recorded message that is stored for future delivery when the called number is busy or no answer.
 - 4. News and Information that provides the Customer with access to news, weather, sports, financial information and other features.
 - 5. Speed Dialing allows the User to access Speed Dialing by programming and storing up to nine frequently dialed numbers.

*Voice Mail service is not regulated by the PUCO.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.3 Miscellaneous Services (Cont'd)

- b. Calling Card Service (Cont'd)
 - iii. (Cont'd)
 - d. Rate Periods

Peak and Off-Peak rate periods are as follows:

Non-Holiday		To But Not	
Rate Periods	<u>From</u>	Including	Days
Peak	8:00 a.m.	5:00 p.m.	Mon-Fri
Off-Peak	5:00 p.m.	8:00 a.m.	Mon-Fri
	8:00 a.m.	8:00 a.m.	Sat-Sun
	8:00 a.m.	8:00 a.m.	Holidays

Holidays: On Christmas Day (Dec. 25), New Years Day (Jan. 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in Nov.) the Off-Peak Period rate applies unless a lower rate would normally apply.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.3 Miscellaneous Services (Cont'd)

c. Bill-to-Calling Card (BCC) Service

Bill-to-Calling Card Service allows users of touch-tone telephones connected to the Company's LDS services to charge calls to their local exchange company (LEC) calling card. In addition to standard LDS, the BCC charge applies when users complete calls by entering both the called number and their LEC calling card number without the assistance of an operator; in addition, Operator charges will apply, if operator assistance is required. For calls to Directory Assistance, the appropriate charges will apply in addition. The Company accepts only LEC calling cards, which it can, identified as valid. Charges for BCC calls will appear on the user's LEC bill.

d. Directory Assistance (DA)

Company will connect LDS Service Customers to Directory Assistance for a fee . A credit allowance for DA will be provided upon request if the Customer experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended DA number (NPA+555-1212).

11.4.4 Special Service Arrangements

Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly and/or other special services, may be furnished in addition to existing tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable for the special service arrangements will be developed upon the Customer's request. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this tariff. The customer-specific service arrangements will be filed with the Commission as required by Ohio Administrative Code Rule 4901:1-6-19.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.5 Exemptions and Special Rates

- a. Operator station surcharges will be waived for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.
- b. There is no charge for Directory Assistance for the first 50 calls in a monthly billing period from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

11.5 TOLL BLOCKING POLICY

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

- 11.5.1 Under the terms of the Selective Access Policy, CenturyTel Solutions when providing toll service, may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:
 - a. the customer is able to establish creditworthiness using one of the means for doing so available under the Commission's rules, or
 - b. CenturyTel Solutions, when providing toll service does not require the customer to establish creditworthiness (through any of the means available for doing so under the Commission's rules), or
 - c. CenturyTel Solutions, when providing toll service, attempts to require the customer to establish creditworthiness using credit establishment procedures, which do not comport with the Commission's credit establishment policies and/or are not set forth within a Commission-approved tariff.

Section 11 - INTEREXCHANGE SERVICE (Cont'd)

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11.5 TOLL BLOCKING POLICY (Cont'd)

11.5.1 Cont'd

When a prospective customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select CenturyTel Solutions as his or her 1+ carrier of choice, CenturyTel Solutions may, subject to its tariffed toll deposit policies and the Commission's rules on establishment of service (See Ohio Administrative Code Rules 4901:1-5-13 and 4901:1-5-14, require a deposit for toll service. This deposit shall be in accordance with Ohio Administrative Code Rule 4901:1-5-13(A)(3), O.A.C.

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

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

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PRICE LIST

1 <u>Exchange Access Service</u>

1.1 <u>Basic Line Service</u>

	Non-Recurring	Monthly Recurring	
	-	1-4 Lines	5+ Lines/OnNet
Basic Business Line Measures			
1 st Line	\$62.85	\$18.65	\$17.70
Each Additional Line	\$37.35	\$18.65	\$17.70
Basic Business Line Message			
1 st Line	\$62.85	\$23.91	\$17.90
Each Additional Line	\$37.35	\$23.91	\$17.90
Basic Business Line Flat			
1 st Line	\$36.50	\$30.00	\$28.50
Each Additional Line	\$36.50	\$30.00	\$28.50

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1 <u>Exchange Access Service For</u>(Cont'd)

1.2 <u>Key Line Service</u>

	Non-Recurring		Monthly I	Recurring	
		Me	easured	<u>Me</u>	<u>ssage</u>
Basic Business Line			\$17.70	\$18.85	\$17.90
		<u>1-9</u>	<u>10+ Lines</u>	<u>1-9</u>	<u>10+ Lines</u>
		<u>Lines</u>		Lines	
1 st Line	\$62.85	\$18.65	\$17.70	\$18.85	\$17.90
Each Additional Line	\$37.35	\$18.65	\$17.70	\$18.85	\$17.90
		<u>M</u>	Ionthly Recurri	<u>ng</u>	
Flat Rate		<u>1-9</u>	<u>10+ Lines</u>		
		<u>Lines</u>			
1 st Line	\$62.85	\$30.00	\$28.50		
Each Additional Line	\$37.35	\$30.00	\$28.50		

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1 <u>Exchange Access Service (Cont'd)</u>

1.3 <u>Basic Trunk Service</u>

	Non-Recurring	<u>Monthl</u>	y Recurring
		<u>1-4 Lines</u>	5+ Lines/OnNet
Basic Business Line Measures			
1 st Line	\$62.85	\$21.51	\$17.70
Each Additional Line	\$37.35	\$21.51	\$17.70
Basic Business Line Message			
1 st Line	\$62.85	\$31.31	\$21.20
Each Additional Line	\$37.35	\$31.31	\$21.20
Basic Business Line Flat			
1 st Line	\$36.50	\$33.00	\$31.40
Each Additional Line	\$36.50	\$33.00	\$31.40

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2 Exchange Access Optional Features

2.1 <u>Direct Inward Dial (DID) Service</u>

	Non-Recurring	Monthly Recurring
DID Trunk Termination	\$220.00	\$22.50
Block of 20 DID Numbers	\$174.20	\$3.45
Additional Block of 20 DID Numbers	\$54.20	\$3.45

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3 Resold Local Exchange Service

3.1 Resold Basic Lines

	Non-Recurring	Monthly Recurring	
	_	<u>1-4 Lines</u>	5+ Lines/OnNet
Basic Business Line Measures			
1 st Line	\$62.85	\$18.65	\$17.70
Each Additional Line	\$37.35	\$18.65	\$17.70
Basic Business Line Message			
1 st Line	\$62.85	\$23.91	\$17.90
Each Additional Line	\$37.35	\$23.91	\$17.90
Basic Business Line Flat			
1 st Line	\$36.50	\$30.00	\$28.50
Each Additional Line	\$36.50	\$30.00	\$28.50

3.2 Resold Basic Trunks¹

	Non-Recurring	<u>Month</u>	ly Recurring
		<u>1-4 Lines</u>	5+ Lines/OnNet
Basic Business Line Measures			
1 st Line	\$62.85	\$21.51	\$17.70
Each Additional Line	\$37.35	\$21.51	\$17.70
Basic Business Line Message			
1 st Line	\$62.85	\$31.31	\$21.20
Each Additional Line	\$37.35	\$31.31	\$21.20
Basic Business Line Flat			
1 st Line	\$36.50	\$33.00	\$31.40
Each Additional Line	\$36.50	\$33.00	\$31.40

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¹ Includes Hunting

3 <u>Resold Local Exchange Service</u> (Cont'd)

3.3 Resold Direct Inward Dial (DID) Service

	Non-Recurring	Monthly Recurring
DID Trunk Termination:		
DID Trunk Termination, each Inward Only Trunk	\$220.00	22.50
DID Trunk Termination, each Combination Trunk	N/A	N/A
DID Station Numbers: 1 st Block of 20 Additional Block of 20	\$174.20 \$54.20	\$3.45 \$3.45
	Non-Recurring	Monthly Recurring
Optional Features::		
MF Pulsing Option DTMF Pulsing Option Automatic Intercept	N/A N/A	\$7.50 \$7.50
Service, per number referred	\$16.00	N/A
Resold Local Usage		
Message Rate Calling \$.08	Per Call	
Measured Rate Calling	1 st Minute	Each Additional Minute
0-10 Miles 11-22 Miles 23-55 Miles	\$0.036 \$0.040 \$0.045	\$0.009 \$0.014 \$0.018

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4 <u>Local Calling Service</u>

- 4.1 <u>Usage Charges</u> Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.
- 4.2 <u>Monthly Message Allowance</u>

Type of Service	Basic Calling <u>Area</u>	Extended Calling <u>Area</u>
Basic Local Exchange Service	73	N/A
Expanded Local Exchange Service	N/A	N/A

^{*} Additional message charge of \$0.073 for each message over monthly allowance.

4.3 <u>Extended Calling Area</u> - The following usage charges apply to points in the Customer's Extended Calling Area.

<u>MILEAGE</u>	<u>PEAK</u>	<u>OFF-PEAK</u>
0-10 (Local)	\$0.0400	\$0.0100
11-22	\$0.0450	\$0.0150
23-55	\$0.0500	\$0.0200

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5 <u>IntraLATA Calling Service</u>

5.1 Rates

<u>MILEAGE</u>	FIRST MINUTE	ADDITIONAL MINUTE
0-10	\$0.19	\$0.16
11-22	\$0.25	\$0.21
23-55	\$0.28	\$0.20
56-124	\$0.28	\$0.20
125 +	\$0.28	\$0.20

5.2. <u>IntraLATA Presubscription Change Charge</u>

Nonrecurring Charges IntraLATA Presubscription Change Charge

Per line, trunk, or port:

Manual Process	\$5.50
Electronic Process	\$1.25

If the Customer changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

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6 <u>Miscellaneous Services</u>

6.1 <u>Operator Services</u>

Per Call Charges	
Person-to-Person (Operator Assisted)	\$3.00
Station-to-Station (Operator Assisted)	\$1.25
Station-to-Station (Operator Assisted) Collect	\$1.10
Station-to-Station (Operator Assisted) 3 rd Number	\$1.50
Station-to-Station Calling Card	\$0.50
Station-to-Station (Operator Assisted) Sent Paid	\$0.50
Billed to Non-Proprietary Calling Card	\$1.25
(additional surcharge)	
Directory Assistance Call After 2 Call Allowance	\$0.60
Directory Assistance Call Completion	\$0.60

6.2 <u>Busy Line Verify and Line Interrupt Service</u>

Busy Line Verify Service \$1.20 (each request)

Busy Line Verify and Busy Line \$1.30 Interrupt Service (each request)

6.3 Service Implementation

Non-Recurring

per service order \$62.85

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6 <u>Miscellaneous Services</u> (Cont'd)

6.4 <u>Custom Calling Service</u>

Resold Rates

Business PBX

Individual Features:

		<u>Monthly</u>
(a)	Call Waiting	\$7.50
(b)	Call Forwarding Variable	\$4.00
(c)	Three-Way Calling	\$4.00
(d)	Repeat Dialing	\$4.00
(e)	Call Return	\$4.00
(f)	Caller ID	
	- Standard	\$6.50
	- With Name Enhancement	\$2.50
(g)	Busy Line Transfer	
- 5	Standard	\$0.75
- (Customer Control Option	\$1.00
	-	

Per-Use/Temporary Features:

		Per Use
(a)	Three-Way Calling	\$0.75
(b)	Repeat Dialing	\$0.75
(c)	Call Forwarding (Temporary)	\$0.90

6.5 <u>Payphone Service Provider Telephone (PSP)</u>

Monthly Recurring	Non-Recurring
\$35.00	\$78.56

6.6 <u>Returned Payment Charge</u>

\$25.00

6.7 Reconnection Charge

\$10.00

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7 <u>CenturyTel Solutions Distance Service (LDS)</u>

7.1 <u>Outbound Switched LDS</u>

Usage per Month	Month to month	1 Year	2 Years	3 Years
\$ 0-499.99	\$.1570	\$.1540	\$.1520	\$.1500
\$ 500.00-1,499.99	\$.1490	\$.1460	\$.1440	\$.1420
\$ 1,500.00-2,999.99	\$.1410	\$.1380	\$.1360	\$.1340
\$ 3,000.00-9,999.99	\$.1330	\$.1310	\$.1300	\$.1290
\$ 10,000.00-19,999.99	\$.1290	\$.1260	\$.1250	\$.1240
\$ 20.000 +				

7.2 <u>Outbound Dedicated LDS</u>

Usage per Month	Month to month	1 Year	2 Years	3 Years
\$ 1,500.00-4,999.99 \$ 5,000.00-16,999.99 \$ 17,000 +	\$.0890 \$.0840	\$.0870 \$.0820	\$.0860 \$.0810	\$.0850 \$.0800

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8 <u>CenturyTel Solutions Toll Free Service</u>

8.1 <u>Inbound Switched Toll Free</u>

	Month			
Usage per Month	to month	1 Year	2 Years	3 Years
Φ 0.400.00	Ф 1570	Φ 154O	Ф 1520	Ф 1700
\$ 0-499.99	\$.1570	\$.1540	\$.1520	\$.1500
\$ 500.00-1,499.99	\$.1490	\$.1460	\$.1440	\$.1420
\$ 1,500.00-2,999.99	\$.1410	\$.1380	\$.1360	\$.1340
\$ 3,000.00-9,999.99	\$.1330	\$.1310	\$.1300	\$.1290
\$ 10,000.00-19,999.99	\$.1290	\$.1260	\$.1250	\$.1240
\$ 20,000 +				

8.2 <u>Inbound Dedicated Toll Free</u>

Usage per Month	Month to month	1 Year	2 Years	3 Years
\$ 1,500.00-4,999.99 \$ 5,000.00-16,999.99	\$.0890 \$.0840	\$.0870 \$.0820	\$.0860 \$.0810	\$.0850 \$.0800
\$ 17,000 +				

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8 <u>CenturyTel Solutions Toll Free Service</u> (Cont'd)

8.3 <u>Recurring and Non-Recurring Rates</u>

	Monthly Recurring	Non- Recurring
Advanced features (per feature)		\$10.00
1 routing feature	\$5.00	N/A
3 routing features	\$10.00	N/A
All routing features	\$20.00	N/A

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8 <u>CenturyTel Solutions Toll Free Service</u> (Cont'd)

8.4 <u>Operator Service</u>

Per minute usage rates:

DAY		EVENING		NIGHT/WEEKEND		
Rate mileage	Initia <u>Perio</u>		Initial <u>Period</u>	Each Additional <u>Minute</u>	Initial <u>Period</u>	Each Additional <u>Minute</u>
1-10 11-22 23-55 56-124 125-292	\$.3200 0.4000 0.4800 0.5700 0.5800	\$.1600 0.2200 0.2800 0.3700 0.3900	\$.3200 0.4000 0.4800 0.5700 0.5800	\$.1600 0.2200 0.2800 0.3700 0.3900	\$.3200 0.4000 0.4800 0.5700 0.5800	\$.1600 0.2200 0.2800 0.3700 0.3900
293-430 431-624	0.5800 0.5800	0.3900 0.3900	0.5800 0.5800	0.3900 0.3900	0.5800 0.5800	0.3900 0.3900
	Per cal	l rates:				
	(A) (B) (C)	Person-to-Person Station-to-Station Operator Dialed Cl (applies in addition operator charges)	_	\$3.00 \$1.10 \$1.25		
	(D)	Partially Automate (applies in addition operator charges)	•	\$0.50		
	(E)	Busy Line Verifica		\$1.20		
	(F)	Busy Line Interrup	t	\$1.30		

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- 8 <u>CenturyTel Solutions Toll Free Service</u> (Cont'd)
 - 8.5 <u>BCC Service</u>

BCC Charge \$0.50

8.6 Directory Assistance

Per requested number \$0.60

- 9 <u>Exemptions and Special Rates</u>
 - 9.1 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

9.2 <u>Directory Assistance for Handicapped Persons</u>

There is no charge for Directory Assistance for the first 50 calls in a monthly billing period from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

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10 <u>Primary Rate Interface Service</u>

Primary Rate Interface Service (PR!) provides an ISDN based, DS 1 access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service will provide connectivity between ISDN compatible CPE and a serving central office. The basic channel structure for PRI Service is twenty-three 64 Kbps B-Channels and one 64 Kbps fl-Channel. The customer has the option to activate up to 23 B-Channels on the first PRI Service arrangement and up to 24 channels on additional Pill Service arrangements. A Digital Data Only option and an Inward Data Option are also available. The 23 B-Channels can be used to connect the customer's CPE to the Public Circuit Switched Network, e.g., outward, inward and 2-way network access. Calling Number Delivery, Called Number Delivery, and Hunting functionality are inherent to this service. Telephone numbers for use on PRI Service are available. One Primary Directory Listing will be furnished at no charge for each PRI service B-Charnel. Additional listings can be obtained. PR! Service provides capability for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.

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10 <u>Primary Rate Interface Service</u> (Cont'd)

Non-recurring and monthly rates per PRI Service apply as follows:

Month to Month Voice/Data Digital Data	Non-Recurring \$1,000.00	Monthly Recurring \$850.00
Inward Data	*	*
12 Months Voice/Data Digital Data Inward Data	\$750.00	\$750.00
24 Months Voice/Data Digital Data Inward Data	\$750.00	\$675.00
36 Months Voice/Data Digital Data Inward Data	\$750.00	\$600.00

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11 <u>Basic Rate ISDN Service (PRI)</u>

Basic Rate ISDN provides Basic Rate access to the telecommunications network. The service supports simultaneous transmission of voice and data on the same exchange access line. 8111 consists of one or two 64Kbps B channels and one 16Kbps D channel (for signaling purposes only) at the service delivery point. Each access to a B channel or Circuit Switched Voice/Circuit Switched Data includes one Directory Number. Includes 320 hours per BRI, then usage charges apply as stated below. Optional custom calling features are available to increase the capability of the B channels may be subscribed to on an as needed basis. See ClearTouch Service for rates as specified in Section 12.1.

	Non-Recurring	Monthly Recurring	
		<u>1 - 4 Lines</u>	5 + Lines/OnNet
Month to Month	\$117.00	\$81.00	\$81.00
One Year	\$117.00	N/A	\$75.33
Two Years	\$117.00	N/A	\$71.28
Three Years	\$117.00	N/A	\$68.85

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12 <u>ClearTouch Service</u>

12.1 <u>OnNet Rates</u>

Busi	iness/Business PBX	
Indi	vidual Features:	Monthly
(a)	Call Waiting	\$3.50
(b)	Call Forwarding Variable	\$3.50
(c)	Three-Way Calling	\$3.50
(d)	Speed Calling (8-code)	\$3.50
(e)	Speed Calling (30-code)	\$3.50
(f)	Call Forwarding Busy Line	\$3.50
(g)	Call Forwarding Don't Answer	\$3.50
(h)	Call Forwarding Don't Answer - Ring Control	\$3.50
(i)	Customer Control of Call forwarding Busy Line	\$3.50
(j))	Customer Control of Call Forwarding Don't	
	Answer	\$3.50
(k)	Call Forwarding Busy Line Multipath or	\$3.50
	Customer Control of Call Forwarding	
	Busy Line Multipath	\$3.50
(1)	Call Forwarding Don't Answer Multipath or	
	Customer Control of Call Forwarding Don't Answer	
	Multipath	\$3.50
(m)	Call Forwarding Variable Multipath or Remote	
	Access- Call Forwarding Variable Multipath	\$3.50
(n)	Remote Access - Call Forwarding Variable	\$3.50
(o)	Call Return (per line)	\$3.50
(p)	Repeat Dialing (per line)	\$3.50
(q)	Call Selector (per line)	\$3.50
(r)	Preferred Call Forwarding (per line)	\$3.50
(s)	Call Block (per line)	\$3.50
(t)	Call Tracing (per line)	\$3.50
(u)	Anonymous Call Rejection	\$3.50

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12 <u>ClearTouch Service</u> (Cont'd)

12.1 <u>OnNet Rates</u> (Cont'd)

(v)	Caller ID (available w/ or w/o ACR)	
	Basic	\$5.00
	Deluxe	\$6.00
	Enhanced	\$7.00
(w)	Call Return	
	(per use)	\$0.75
(x)	Repeat Dialing	
	(per use)	\$0.75
(y)	Call Transfer	\$3.50

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12 <u>ClearTouch Service</u> (Cont'd)

12.2 <u>ClearTouch Feature Packages</u>

The following packages are available in choosing any features listed below.

	<u>Monthly</u>
ClearTouch Package	
(any 6 features)	\$9.00
ClearTouch Package	
(any 3 features)	\$13.00
ClearTouch Package	
(any 3 features)	

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13 <u>Charges for Connecting Changing Service</u>

Non-Recurring

PRI Reconfiguration Charge (without customer premise visit) \$50.00 PRI Reconfiguration Charge (with customer premise visit) \$250.00

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14 <u>Clear-T Service</u>

14.1 <u>Clear-T Rates</u>:

	<u>Length of Contract</u>	
	<u>Monthly</u>	Non-recurring
One Year	\$699.00	\$1,000.00
Two year	\$649.00	\$750.00
Three Year	\$599.00	\$500.00

14.2 <u>Line Components</u>:

	Rate
Hunting	\$5.00
Call Forwarding (Busy Line, Don't Answer, Variable)	\$3.50
Call Waiting	\$3.50
Three Way Calling	\$3.50
Speed Dialing (8 or 30 code)	\$3.50

Additional Charges will apply for the following components:

	<u>Monthly</u>
DID Trunk Termination (per DID) trunk)	\$10.00
1 st block of 20 DID numbers	\$5.00
DID each additional block of 20 up to 500 numbers	\$3.00
DID 500+ each additional block of 100 numbers	

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14 <u>Clear-T Service</u> (Cont'd)

14.3	Optional Custom Calling Features:	<u>Monthly</u>	Non-recurring
	Anonymous Call Rejection	\$2.50	\$10.00
	Call Block	\$2.50	\$10.00
	Call Return	\$2.50	\$10.00
	Call Selector	\$2.50	\$10.00
	Call Tracing	\$2.50	\$10.00
	Caller ID Basic	\$5.00	\$10.00
	Caller ID Deluxe	\$6.00	\$10.00
	Caller ID Enhanced	\$7.00	\$10.00
	Preferred Call Forwarding	\$2.50	\$10.00
	Remote Access Call Forwarding	\$2.50	\$10.00
	Variable		
	Repeat Dialing	\$2.50	\$10.00
	Call Transfer	\$2.50	\$10.00

14.4 <u>Long Distance Service & Toll Service</u>

Clear-T customers will receive the ClearSaver rates for IntraLATA, Intrastate, and Interstate.

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Issued under authority of the Public Utilities Commission of Ohio, in Case No. 06-615-TP-ACE

One Time Non-Recurring

PRICE LIST (Cont'd)

14 <u>Clear-T Service</u> (Cont'd)

14.5 <u>Ancillary Services</u>

Clear-T customers will receive the same rates as listed herein. Ancillary Services include:

Directory Listings
Person to Person
Station to Station
Directory Assistance
Busy Line Verification
Emergency Interrupt Service

14.6 Move/Adds/Changes (MAC's)

Add additional Lines or Trunks, per order	\$50.00
Add DID Trunk Termination, per order	\$50.00
Change CSR (record purpose), per order	\$20.00
Add additional custom calling features,	
Per order	\$10.00
Reconfiguration Charge, without customer	
premise visit, per order	\$50.00
Reconfiguration Charge, with customer	
premise visit, per order	\$250.00
Move Service Address, per order	N/C

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Issued under authority of the Public Utilities Commission of Ohio, in Case No. 06-615-TP-ACE

15 <u>ClearXpress Business Bundle (CBB)</u>

Measured Rate Service \$33.80

16 <u>Directory Listings</u>

	Non-Recurring	Monthly Recurring
Each Additional Listing:	N/A	\$1.99
Non-Listed Semi-Private Listing	N/A	\$1.10
Non-Published Private Listing	N/A	\$1.10
Cross Reference Listing	N/A	\$1.99

17 <u>Remote Call Forwarding</u>

The following charge is for the Remote Call Forwarding feature only and is in addition to applicable charges for service and equipment.

Remote Call Forwarding is per feature arranged and one access path for either interexchange, intraexchange, or local calling area per service request.

	Non-Recurring	Monthly Recurring
Each	\$50.63	\$16.61

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PRICE LIST (Cont'd)

18 <u>Clear Value Bundled Service</u>

Option #1 ClearValue

Option #2 ClearValue with Voicemail

	5+ Lines/		5+Lines
<u>1-4 Lines</u>	OnNet	<u>1-4 Lines</u>	OnNet
1 Year = \$35.00 (I)	1 Year=\$33.50	1 Year= $$43.00$ (I)	1 Year=\$40.50
2 Year= N/A T	2 Year=\$31.80	2 Year- N/A T	2 Year=\$38.50
3 Year= N/A	3 Year=\$31.20	3 Year= N/A	3 Year=\$37.70
4 Year= N/A	4 Year=\$30.20	4 Year= N/A	4 Year=\$36.50
5 Year= N/A T	5 Year=\$29.10	5 Year= N/A T	5 Year=\$35.20

ClearValue Basic Business Line ClearValue Basic Business Line ClearValue Call Forward Busy Line ClearValue Call Forward Busy Line ClearValue Call Forward No Answer ClearValue Call Forward No Answer ClearValue Call Forward Variable ClearValue Call Forward Variable ClearValue 3-Way Calling ClearValue 3-Way Calling ClearValue Speed Call 8 ClearValue Speed Call 8 ClearValue Caller ID ClearValue Caller ID ClearValue Voicemail* ClearValue Long Distance Calling Card

ClearValue Long Distance Calling Card

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^{*}Voice Mail service is not regulated by the PUCO.

18 <u>Clear Value Bundled Service</u> (Cont'd)

Option #3 ClearValue Plus 100	Option #4 ClearValue with Voicemail
1 Year=\$38.50 2 Year=\$36.60 3 Year=\$35.80 4 Year=\$34.70 5 Year=\$33.50	1 Year=\$45.50 2 Year=\$43.20 3 Year=\$42.30 4 Year=\$41.00 5 Year=\$39.60
ClearValue Basic Business Line	ClearValue Basic Business Line
ClearValue Call Forward Busy Line	ClearValue Call Forward Busy Line
ClearValue Call Forward No Answer	ClearValue Call Forward No Answer
ClearValue Call Forward Variable	ClearValue Call Forward Variable
ClearValue 3-Way Calling	ClearValue 3-Way Calling
ClearValue Speed Call 8	ClearValue Speed Call 8
ClearValue Caller ID	ClearValue Caller ID
ClearValue Plus 100*	ClearValue Voicemail*
ClearValue Long Distance Calling Card	ClearValue Plus 100

ClearValue Long Distance Calling Card

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^{*}Voice Mail service is not regulated by the PUCO.

18 <u>Clear Value Bundled Service</u> (Cont'd)

Option #5 <u>ClearValue Plus 250</u>	Option #6 ClearValue Plus 250 with Voicemail
1 Year=\$46.00 2 Year=\$43.70 3 Year=\$42.80 4 Year=\$41.40 5 Year=\$40.00	1 Year=\$53.00 2 Year=\$50.40 3 Year=\$49.30 4 Year=\$47.70 5 Year=\$46.10
ClearValue Basic Business Line	ClearValue Basic Business Line
ClearValue Call Forward Busy Line	ClearValue Call Forward Busy Line
ClearValue Call Forward No Answer	ClearValue Call Forward No Answer
ClearValue Call Forward Variable	ClearValue Call Forward Variable
ClearValue 3-Way Calling	ClearValue 3-Way Calling
ClearValue Speed Call 8	ClearValue Speed Call 8
ClearValue Caller ID	ClearValue Caller ID
ClearValue Plus 250*	ClearValue Voicemail*
ClearValue Long Distance Calling Card	ClearValue Plus 250
	ClearValue Long Distance Calling Card

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^{*}Voice Mail service is not regulated by the PUCO.

18 <u>Clear Value Bundled Service</u> (Cont'd)

Option #7 <u>ClearValue Plus 500</u>	Option #8 ClearValue Plus 500 with Voicemail
1 Year=\$58.50	1 Year=\$65.50
2 Year=\$55.60	2 Year=\$62.20
3 Year=\$54.40	3 Year=\$60.90
4 Year=\$52.70	4 Year=\$59.00
5 Year=\$50.90	5 Year=\$57.00
ClearValue Basic Business Line	ClearValue Basic Business Line
ClearValue Call Forward Busy Line	ClearValue Call Forward Busy Line
ClearValue Call Forward No Answer	ClearValue Call Forward No Answer
ClearValue Call Forward Variable	ClearValue Call Forward Variable
ClearValue 3-Way Calling	ClearValue 3-Way Calling
ClearValue Speed Call 8	ClearValue Speed Call 8
ClearValue Caller ID	ClearValue Caller ID
ClearValue Plus 500*	ClearValue Voicemail*
ClearValue Long Distance Calling Card	ClearValue Plus 500

ClearValue Long Distance Calling Card

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^{*}Voice Mail service is not regulated by the PUCO.

18 <u>Clear Value Bundled Service</u> (Cont'd)

Option #9	Option #10
ClearValue with Discounted LD Rate	ClearValue with Voicemail & Discounted LD Rate
1 Year=\$33.50 + \$0.069 2 Year=\$31.80 + \$0.059 3 Year=\$31.20 + \$0.049 4 Year=\$30.20 + \$0.039 5 Year=\$29.10 + \$0.029	1 Year=\$40.50 + \$0.069 2 Year=\$38.50 + \$0.059 3 Year=\$37.70 + \$0.049 4 Year=\$36.50 + \$0.039 5 Year=\$35.20 + \$0.029
ClearValue Basic Business Line	ClearValue Basic Business Line
ClearValue Call Forward Busy Line	ClearValue Call Forward Busy Line
ClearValue Call Forward No Answer	ClearValue Call Forward No Answer
ClearValue Call Forward Variable	ClearValue Call Forward Variable
ClearValue 3-Way Calling	ClearValue 3-Way Calling
ClearValue Speed Call 8	ClearValue Speed Call 8
ClearValue Caller ID	ClearValue Caller ID
ClearValue Discounted Long Distance**	ClearValue Voicemail*
ClearValue Long Distance Calling Card	ClearValue Discounted Long Distance
	ClearValue Long Distance Calling Card

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^{*}Voice Mail service is not regulated by the PUCO.

CenturyTel Solutions, LLC

EXHIBIT B
Revised Tariffs

CENTURYTEL SOLUTIONS, LLC

REGULATIONS AND SCHEDULES FOR LOCAL EXCHANGE SERVICE

APPLYING TO END USER COMMUNICATIONS

WITHIN THE STATE OF OHIO

This tariff applies to the Competitive Tier 1 Local Exchange Services furnished by CenturyTel Solutions, LLC ("Company") between one or more points in the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business, 100 Century Park Drive, Monroe, LA 71203

Business Tier 2 Services and Interexchange Services and Rates have been detariffed by the Public Utilities Commission and can now be found in the Company's Business Price List at www.centurytel.com

Tariff No. 90-9330-TP-TRF

ISSUED: April 2, 2008 EFFECTIVE: April 2, 2008

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EXPLANATION OF SYMBOLS

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

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

DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

<u>Automatic Number Identification (ANI)</u>: Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Subscriber. The primary purpose of ANI is to allow for billing of toll calls.

<u>Bit</u>: The smallest unit of information in the binary system of notation.

<u>Call Back/Camp On</u>: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

<u>Call Forwarding</u>: Allows an incoming call to be sent elsewhere.

<u>Call Forwarding Station</u>: Allows calls directed to a station line to be routed to a user defined line inside or outside the Customer's telephone system.

<u>Call Forwarding System</u>: Permits calls attempting to terminate to a busy station line to be redirected to a predetermined line inside or outside the Customer's telephone system.

<u>DEFINITIONS</u> (Cont'd)

<u>Call Forwarding Remote</u>: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

<u>Call Forwarding Busy</u> Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be forwarded to a number different from DID calls.

<u>Call Forwarding Don't Answer</u>: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

<u>Call Forwarding Variable Limited</u>: When a station line user or the attendant activates this feature, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

<u>Call Forwarding Variable Unlimited</u>: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

<u>Call Hold</u>: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

<u>Call Park</u>: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

<u>DEFINITIONS</u> (Cont'd)

<u>Call Pickup</u>: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a Customer group.

<u>Call Transfer</u>: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

<u>Call Waiting</u>: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

<u>Central Office</u>: A local telephone company switching system where telephone exchange service customer loops are terminated for purposes of interconnection to each other and to trunks.

<u>Collocation Point</u>: Central Offices where CenturyTel Solutions has installed equipment and connected to the Incumbent Local Exchange Carrier (ILEC) network so that CenturyTel Solutions can connect to end-user Customers served out of the particular Central Office via leased unbundled network element loops (UNE loops).

<u>Communication Services</u>: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company or CenturyTel Solutions: CenturyTel Solutions, LLC, the issuer of this tariff.

<u>Conference</u>: Dependent upon the service, allows customers to add limited number of parties to a call.

<u>DEFINITIONS</u> (Cont'd)

<u>Customer</u> or <u>Subscriber</u>: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations. Customers are classified according to 1) the categories listed below; and for all categories of customers except OnNet Customers and Resold-Only Customers, 2) the Collocation Points listed above for services provided under this tariff. A line is defined as a voice or digital circuit with transmission capacity up to 64KB per second.

- 1-2 Line UNE Customers Customers who subscribe to a total of one to two lines of voice and/or data services serviced via DSO (64KB analog loop) and/or DS1 (1.544 MB digital loop) UNE(s).
- 3 4 Line UNE Customers Customers who subscribe to a total of three to four lines of voice and/or data services served via DSO and/or DS1 UNEs.
- 5 9 Line UNE Customers Customers who subscribe to a total of five to nine lines of voice and/or data services served via DSO and/or DS1 UNEs.
- 10 16 Line UNE Customers Customers who subscribe to a total of 10 to 16 lines of voice and/or data services served via DSO and/or DS1 UNEs.
- 17 23 Line UNE Customers Customers who subscribe to a total of 17 to 23 lines of voice and/or data services served via DSO and/or DS1 UNEs.
- 24 50 Line UNE Customers Customers who subscribe to a total of 24 to 50 lines of voice and/or data services served via DSO and/or DS1 UNEs.
- 50+ Line UNE Customers Customers who subscribe to a total of 50 or more lines of voice and/or data services served via DSO and/or DS1 UNEs.

OnNet Customers - Customers who are, or will be, serviced by CenturyTel Solutions through a direct connection to CenturyTel Solutions' fiber network via a fiber loop or fiber lateral into the Customer's premise.

Resold-Only Customers - Customers who are, or will be, serviced by CenturyTel Solutions exclusively through the resale of other carriers' retail services delivered through other carriers' facilities.

DEFINITIONS (Cont'd)

<u>Dial Pulse (or "DP")</u>: The pulse type employed by rotary dial station sets.

<u>Direct Inward Dial (or "DID")</u>: A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

<u>DID Trunk</u>: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

<u>Direct Outward Dial (or "DOD")</u>: A service attribute that allows individual station users to access and dial outside numbers directly.

<u>Do Not Disturb</u>: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

<u>DSX-1 Panel</u>: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

<u>Dual Tone Multi-Frequency (or "DTMF")</u>: The pulse type employed by tone dial station sets.

<u>Duplex Service</u>: Service that provides for simultaneous transmission in both directions.

<u>Fiber Optic Cable</u>: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

<u>Hunting</u>: Routes a call to an idle station line in a prearranged group when the called station line is busy.

<u>In-Only</u>: A service attribute that restricts outward dial access and mutes incoming calls to a designated answer point.

<u>Joint User</u>: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by CenturyTel Solutions arid to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

DEFINITIONS (Cont'd)

<u>Kbps</u>: Kilobits per second, denotes thousands of bits per second.

<u>Last Number Redial</u>: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

<u>LATA</u>: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No.4.

<u>Local Exchange Carrier or ("LEC")</u>: Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

<u>Multi-Frequency or ("MF")</u>: An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

<u>Recurring Charges</u>: The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

<u>Service Order</u>: The request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

DEFINITIONS (Cont'd)

<u>Shared</u>: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

<u>Speed Calling</u>: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Customer-changeable.

<u>Standalone Switched Long Distance Service Customer</u>: Refers to Customers who do not subscribe to the Company's local exchange service and whose local telephone lines are presubscribed by the local exchange company to the Company's long distance service, such that "1 + interLATA" calls are automatically routed to the Company's network.

<u>Standalone Switched Toll Free Service Customer:</u> Refers to Customers who do not subscribe to the Company's local exchange service but do subscribe to the Company's Toll Free Service which permits calls to be completed to the Customer's location without charge to the calling party.

<u>Station</u>: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

<u>System</u>: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Three Way Calling: Allows a station line user to add a third party to an existing conversation.

<u>Two Way</u>: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

<u>User or End User</u>: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

Section 1 - <u>APPLICATION OF TARIFF</u>

1.1 APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate, local exchange and interexchange telecommunications services provided by CenturyTel Solutions, LLC hereinafter referred to as the Company to Customers within the State of Ohio.

1.1.1 Service Territory

CenturyTel Solutions, LLC will provide service to customers located in the service areas of AT&T Ohio, Cincinnati Bell Telephone Company, United Telephone Company of Ohio d/b/a Sprint and Verizon North Inc.

1.1.2 Availability

Service is available where facilities permit.

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Obligation of the Company

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

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

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

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.1 Obligation of the Company (Cont'd)

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

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

2.1.2 Customer Rights and Responsibilities

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm.Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

2.1.3 Limitations on Liability

2.1.3.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

- 2.1 USE OF FACILITIES AND SERVICE (Cont'd)
 - 2.1.3 Limitations on Liability (Cont'd)
 - 2.1.3.2 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: 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.
 - 2.1.3.3 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

- 2.1.3 Limitations on Liability (Cont'd)
 - 2.1.3.4 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
 - 2.1.3.5 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

- 2.1.3 Limitations on Liability (Cont'd)
 - 2.1.3.6 The Company is not liable for any claims for loss or damages involving:
 - (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - (b) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
 - (c) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 - (d) Any act or omission in connection with the provision of 911, E911 or similar services;
 - (e) Any non completion of calls due to network busy conditions.

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

- 2.1.3 Limitations on Liability (Cont'd)
 - 2.1.3.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
 - (a) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
 - (b) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

- 2.1.3 Limitations on Liability (Cont'd)
 - 2.1.3.7 (Cont'd)
 - (c) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
 - 2.1.3.8 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
 - 2.1.3.9 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

- 2.1 USE OF FACILITIES AND SERVICE (Cont'd)
 - 2.1.2 Limitations on Liability (Cont'd)
 - 2.1.3.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
 - 2.1.3.11 Approval of the above tariff language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.4 Use of Service

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

2.1.5 Use and Ownership of Equipment

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

2.1.6 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.6 Directory Errors (Cont'd)

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- 1. Pursuant to Ohio Administrative Code Rule 4901:1-5-16(F), the Company shall issue the customer a credit for the equivalent of not less than three months' regulated local service charges. The credit shall not apply in cases where the customer provided the information after the deadline for directory publication.
- 2. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 3. Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of two business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex-type attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.6 Directory Errors (Cont'd)

- 4. Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic regulated monthly rate.
- 5. Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- 6. Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

2.2 PAYMENT FOR SERVICES RENDERED

2.2.1 Responsibility for All Charges

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

2.2.2 Deposits

The Company may require a security deposit. The deposit requested will be held as a guarantee for the payment of charges. The deposit will not exceed an amount equal to:

Two (2) month's projected billing for a service or facility. The estimated average billing will not include long distance charge from other non-affiliated service providers. The deposit related to basic local telecommunications service and long distance service shall be separately identified.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

2.2 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.2.2 Deposits (Cont'd)

a. Interest on Deposits

The Company agrees to abide by the regulations associated with Customer deposits 05. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

The Company shall pay interest on cash deposits at no less than three (3) percent per annum.

If a refund or credit of the deposit is made within one hundred eighty (180) days of receipt of the deposit, no interest payment shall be made.

The deposit shall cease to draw interest on the date it is returned or credited to the customer's account.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

c. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

2.2 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.2.3 Payment of Charges

Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If an objection results in a refund to the customer, such refund will be with interest at a rate of at least five percent (5%). Interest will accrue from the date when the customer's overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the Company receives the overpayment.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may contact the Public Utilities Commission of Ohio toll free at 180 East Broad Street, Columbus, Ohio 43215-3793 or by calling 1-800-686-7826 or 1-614-466-3292, or for TDD/TTY toll free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at www.PUCO.ohio.gov.

2.2 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.2.4 Return Payment Charge

When a customer makes a payment to the Company in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to the Company unpaid.

Maximum Charge: \$50.00

2.2.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrearages.
- Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts.
 Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of Ohio. These agencies are required to make payment in accordance with applicable state law.

2.2 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.2.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill.

The total overcharge and accrued interest at the rate of at least five (5) percent per annum. The date when overpayment will be considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.3 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.4 TELEPHONE SURCHARGES/TAXES

2.4.1 General

The customer is responsible for the payment of all state, local and E9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff.

2.5 DISCONNECTION OF SERVICE

2.5.1 Disconnection for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid.

If service is disconnected for nonpayment, the customer will be charged a Reconnection Charge as well as any payment due and any applicable deposits upon reconnection.

The maximum rate of the Reconnection Charge is as follows:

Maximum: \$75.00

Toll service may be disconnected for nonpayment of toll service.

- a. Termination shall not be made until at least twenty (20) days after written notification has been mailed to the billing address of the customer.
- b. Suspension will not be made until at least seven (7) days from the postmark date after written notification has been mailed to the customer.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.2 Exceptions to Disconnection

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment of any billed charge, which is in dispute or for the nonpayment of a deposit, which is in dispute during the period before a determination of the dispute, is made by the Company in accordance with Company's complaint handling procedures.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the end of business on that day.

2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.4 Termination For Cause Other Than Nonpayment

a. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

- 1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
- 2. if the Customer's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company' employees, or
- 3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
- 4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification.

2.5 DISCONNECTION OF SERVICE (Cont'd)

- 2.5.4 Termination For Cause Other Than Nonpayment (Cont'd)
 - b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- 1. The use of facilities or service of the Company without payment of tariff charges;
- 2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- 3. The use of profane or obscene language;
- 4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
- 5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
- 6. Permitting fraudulent use.

2.5 DISCONNECTION OF SERVICE (Cont'd)

- 2.5.4 Termination For Cause Other Than Nonpayment (Cont'd)
 - c. Abandonment or Unauthorized Use of Facilities
 - 1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
 - 2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a) No charge shall apply for the period during which service had been terminated, and
 - b) Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.4 Termination For Cause Other Than Nonpayment (Cont'd)

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.5.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.6 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.6.1 Application of Rates

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

2.6 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.6.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to the telephone numbers assigned to any customer.

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

2.6.3 Deposits

Pursuant to Section 2.2.2 of this Tariff, deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.6.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer; or the operation or malfunction of the facilities, power, or equipment provided by the Customer; or military action, war, insurrection, riot or strike; or cannot be repaired due to the Customer missing a repair appointment, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.7.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports or when the Company becomes aware of an interruption, a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - i. If interruption continues for less than 24 hours:
 - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

- 2.7.1 Credit for Interruptions (Cont'd)
 - c. (Cont'd)
 - ii. if interruption continues for more than:
 - a) 24 hours but less than 48 hours the Company will credit the Customer the pro rata portion of the monthly charge(s) for all regulated local services rendered inoperative
 - b) 48 hours but less than 72 hours the Company will credit the Customer one-third of one month's charges for any regulated local services rendered inoperative.
 - c) More than 72 hours the Company will credit the Customer one month's charges for any regulated local services rendered inoperative.

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

The Company may be permitted by the Commission to obtain a grace period of an additional 48 hours in each exchange where otherwise a customer adjustment would accrue due to an extreme, unique or unforeseeable weather-related incident

2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.7.1 Credit for Interruptions (Cont'd)

d. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. Except as provided in Ohio Administrative Code, no allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the subscriber's local call allowance during a given billing period.

2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.7.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a. interruptions due to the negligence of, or non-compliance with the provisions
 of this Tariff, by any party other than the Company, including but not limited
 to the customer, authorized user, or other common carriers connected to, or
 providing service connected to, the service of the Company or to the
 Company's facilities;
- b. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- c. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- d. interruptions of service due to circumstances or causes beyond the control of the Company.

2.8 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 pursuant to any sale or transfer of substantially all the assets of the Company or

2.9 NOTICES AND COMMUNICATIONS

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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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.

2.10 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK

2.10.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this tariff.

2.10.2 Liability for Calling Card Fraud

- a. Unless otherwise determined by the Commission, the Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- b. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- c. The Customer must give the Company verbal notice followed by a written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.
- d. The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- e. The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

2.10 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK (Cont'd)

2.10.3 Liability for Credit Card Fraud and Other Unauthorized Use

- a. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.
- b. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- c. The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- d. The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

2.11 SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES

2.11.1 Obligations of the Company

In compliance with the Ohio Public Utilities Commission rules and regulations, when providing operator services, the Company will:

- a. Identify itself audibly, and distinctly, to the Customer at the beginning of each call before the Customer incurs any charges and also a second time prior to connecting the call before the Customer incurs any charges, otherwise referred to as double branding; and
- b. Inform the Customer, upon request, of the rates to be charged and explain the method of billing and collection used by the Company at no charge. In addition, explain the methods by which complaints concerning rates, charges, or collection practices will be resolved; and
- c. Permit the Customer to terminate the call at no charge before the call is connected; and
- d. Not bill for unanswered or incomplete telephone calls; and
- e. Not engage in call splashing (billing rates other than from the actual call origination) unless the Customer requests to be transferred to another provider of operator services, the Customer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the Customer then consents to be transferred; and

2.11 SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES (Cont'd)

2.11.1 Obligations of the Company (Cont'd)

- f. Withhold payment of any compensation to aggregators if the Company reasonably believes that the aggregator is engaging blocking 8XX, 950 or any other end user access to the end user's carrier of choice; and
- g. Upon receipt of any emergency telephone call, the Company shall immediately connect the call to the appropriate emergency service of the reported locations of the emergency, if known, and, if not known, of the originating location of the call.
- h. All 0- and 0+ IntraLATA calls are routed to the local exchange company.

Section 3 – APPLICATION OF RATES

3.1 INTRODUCTION

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff

3.2 CHARGES BASED ON DURATION OF USE

- 3.2.1 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:
 - (A) Calls are measured in durational increments identified for each service.

 All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
 - (B) 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). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
 - (C) Timing terminates on all calls when the calling party hangs up or the Company's network receive an off-hook signal from the terminating carrier.
 - (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
 - (E) All times refer to local time.

Section 3 – <u>APPLICATION OF RATES</u> (Cont'd)

3.3 RATES BASED UPON DISTANCE

- 3.3.1 Where charges for a service are specified based upon distance, the following rules apply:
 - (A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the National Exchange Cant Association, Inc. Tariff FCC No.4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.
 - (B) The airline distance between any two Rate Centers is determined as follows:
 - (1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the NECA tariff.
 - (2) Compute the difference between the "V'¹ coordinates of the two Rate Centers; and the difference between the two "H" coordinates.
 - (3) Square each difference obtained in step (2) above.
 - (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
 - (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Section 3 – <u>APPLICATION OF RATES</u> (Cont'd)

3.3 RATES BASED UPON DISTANCE (Cont'd)

- 3.3.1 (Cont'd)
 - (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
 - (7) FORMULA =

$$(V1-V2)^2 + (H1-H2)^2$$

3.4 MINIMUM CALL COMPLETION RATE

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99.5% during peak use periods for the Company services.

Section 4 - EXCHANGE ACCESS SERVICE

4.1 GENERAL

4.1.1 Exchange Access Service

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- a. receive calls from other stations on the public switched telecommunications network;
- b. access other services offered by the Company as set forth in this tariff;
- c. access certain interstate and international calling services provided by the Company
- d. access (at no additional charge) the Company's operators and business office for service related assistance;
- e. access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- f. access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

4.1 GENERAL (Cont'd)

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

The following Exchange Access Services are offered:

Basic Line Service*

^{*(1)} Service to basic line customers with four or more access lines will receive tier 2 treatment for all access lines in accordance with rule 4901:1-6-05 of the Administrative Code.

4.2 BASIC LINE SERVICE⁽¹⁾

Basic Line Service provides a Business Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line contains the standard features listed below.

Non-recurring and monthly recurring rates per Basic Line apply as follows:

	<u>Max</u>
Basic Business Line Measured — Non Recurring Charge	
1 st Line	\$75.42
2 nd and 3 rd Line	\$75.42
Basic Business Line Measured Monthly Recurring Charge	
1st Line	\$40.73
2 nd and 3 rd Line	\$46.13
2 und 3 Eme	φ10.13
Basic Business Line Message - Non Recurring Charge	
1st Line	\$75.42
2 nd and 3 rd Line	\$75.42
Basic Business Line Message — Monthly Recurring Charge	
1st Line	\$34.31
2 nd and 3 rd Line	\$38.75
Basic Business Line Flat — Non Recurring Charge	
1st Line	\$75.00
2 nd and 3 rd Line	\$75.00
Basic Business Line Flat — Monthly Recurring Charge	
1st Line	\$45.00
2 nd and 3 rd Line	\$45.00

^{*}The Monthly Recurring and Usage rates for Basic Line Service apply to all Customers and Subscribers as set forth in the Definitions.

⁽¹⁾ Service to Basic Line customers with four or more access lines will receive tier 2 treatment for all access lines in accordance with rule 4901:1-6-05 of the Administrative Code.

4.3 <u>CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS)</u>

4.3.1 Per Call Blocking

Per Call Blocking (Calling Number Delivery Blocking) - Enables customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing *67 from a touch-tone phone, or 1167 from a rotary dial phone, to activate the block. This action must be repeated each lime a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per call blocking will be available on a universal basis to all eligible customers. All public and semipublic payphones of CenturyTel Solutions will be equipped with Per Call Blocking.

4.3.2 Per Line Blocking

Per Line Blocking (Calling Number Delivery Suppression) - Enables Customers to prevent the disclosure of their telephone number on all outgoing calls, without the necessity of an activation code. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per line Blocking wilt be provided at no monthly charge on an optional basis to published and non-published customers at their discretion. To deactivate the privacy status, the customer would dial *82 from a touch-tone phone or 1182 from a rotary dial phone before placing a call. After completion of the call, the line reverts back to the privacy status. Law enforcement, domestic shelters and other special agencies will be offered free Per Line Blocking. Per Line Blocking will not be available to public, semi-public, two-party and four-party service customers.

4.3 <u>CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS)</u> (Cont'd)

4.3.3 Call Return

Call Return (Automatic Recall) - Enables a customer to return the last incoming call whether or not it was answered. The customer dials the activation code of *69 from a touch-tone phone, or 1169 from a rotary dial phone, and the last incoming call is announced. if the incoming call was placed from a line designated as "private", a fast busy tone will be heard preventing the activation of the Call Return feature. Office-wide Call Return-Block -to-Private prevents Call Return activation when a local or toll calling party blocks their number. To activate the Call Return function the customer would then dial "I". If the line is busy when the customer activates the service, a confirmation announcement is heard, the customer hangs up, and a queuing process begins. For the next thirty minutes both the calling and called parties' lines are checked periodically. The call setup is made when both the originating and terminating lines are idle. After activation of the feature, the originating and terminating customers may place other calls without affecting the call return service status. Up to 30 calls may be held in queue for the Customer's Call Return activation. The call backs may be to areas where the toll charge would be applicable. This feature cannot be activated for all telephone numbers such as numbers with the 800 or 900 prefixes, or PBX extensions.

Section 5 – EXCHANGE ACCESS OPTIONAL FEATURES

5.1 DIRECTORY LISTINGS

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number' in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge.

	Non-Recurring	Monthly Recurring
		<u>Maximum</u>
Each Additional Listing:	N/A	\$4.70
Non-Listed Semi-Private Listing	N/A	\$4.70
Non-Published Private Listing	N/A	\$4.70
Cross Reference Listing	N/A	\$4.70

Section 6 - LOCAL CALLING SERVICE

6.1 DESCRIPTION

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

6.1.1 Basic Local Exchange Service

This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates.

¹ Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

Section 6 - LOCAL CALLING SERVICE (Cont'd)

6.1 DESCRIPTION (Cont'd)

6.1.2 Expanded Local Exchange Service

This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. Additional calls to the Basic Local Calling Area will be charged as specified below. All calls to the Expanded Local Calling Area will be charged a per call setup and per minute access charge as specified below. All calls to destinations outside the Expanded Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified below.

a. Time Periods

Day and Night/Weekend rates apply as follows:

Rates From	To (but not including)	Days Applicable	
Day	9:00 A.M.	9:00 P.M.	Mon. – Fri.

Night/Weekend All other days, times, and holidays.

Holidays include New Year Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

Section 6 - LOCAL CALLING SERVICE (Cont'd)

6.2 RATES

The rates set forth in this section apply to all direct dialed local calls. For operator-assisted local calls, the operator charges apply in addition to the charges listed below.

6.2.1 Usage Charges - Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

(for each message over monthly allowance)

a. Monthly Message Allowance

Type of Service	Basic Calling <u>Area</u>	Extended Calling Area
Basic Local Exchange Service	73	N/A
Expanded Local Exchange Service	N/A	N/A
*Additional me	essage charge	<u>Maximum</u> \$0.101

Section 6 - LOCAL CALLING SERVICE (Cont'd)

6.2 RATES (Cont'd)

b. <u>Expanded Calling Area</u> – The following usage charges apply to points in the Customer's Expanded Calling Area.

<u>MILEAGE</u>	<u>PEAK</u>	OFF-PEAK
	<u>Maximum</u>	<u>Maximum</u>
0-10 (Local)	\$0.0600	\$0.0300
11-22	\$0.0650	\$0.0350
23-55	\$0.0700	\$0.0400

Section 7 – INTRALATA CALLING SERVICE

7.1 INTRALATA TOLL PRESUBSCRIPTION

After a subscriber's initial selection for a presubscribed intraLATA toll carrier any change thereafter, an IntraLATA Presubscription Change Charge will apply. The IntraLATA Presubscription Change Charge shall be applied as set forth in Section 5.2 of the Price List.

If a subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

8.1 SERVICE IMPLEMENTATION CHARGE

8.1.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service, or after service has been disconnected for more than 30 days.

8.1.2 Rates

Non-Recurring Maximum \$67.85

per service order

8.2 CUSTOM CALLING SERVICE

8.2.1 Business PBX – Individual Features:

Maximum Price

(a) Call Waiting \$15.00

(g) Caller ID

- Standard \$15.00

Section 9 - MISCELLANEOUS SERVICES (Cont'd)

8.3 PAYPHONE SERVICE PROVIDER TELEPHONE (PSP)

Access line service for Payphone Service Provider (PSP) telephones is an exchange line service provided at the request of a subscriber for telecommunications use by the general public. This access line service is provided on a flat rate basis. This access line service is provided for use with PSP non-coin-operated public telephones or PSP coinoperated public telephones. PSP telephones may utilize "store and forward" technology to complete 0+ local; intraLATA and interLATA collect only. Standard features included are Flex AM, Dial Around, Call Restriction, Call Screening, & Operator Screen Blocking. The subscriber shall be responsible for the installation, maintenance and operation of PSP telephones used in connection with this service. PSP telephones must be connected to the Company network in compliance with Part 68 of the FCC Rules and Regulations. The service is provided for use by the subscriber but may be used by others when so authorized by the subscriber, provided that all such usage is subject to the provisions of this Tariff. This service is not subject to concessions. Access line service for PSP telephones cannot be included on accounts containing other classes of service. This access line provides screening information to prevent the operator from allowing toll charges against the subscriber's line; the operator also cannot perform coin collecting functions. The Company is not responsible for refunds of coins deposited in .PSP coin-operated telephones. Customer-provided public telephones may only, be connected to access line service for PSP telephones. The subscriber to this service will be responsible for any and all toll charges billed to the subscriber's account. Providers of public voice facsimile services, which are transmitted over the public switched network are required to obtain Access Line Service for PSP telephones service for connection to the network. The term "Voice Facsimile service" refers to the use of devices providing facsimile service with associated voice capability so that the end user is able to make conventional voice calls as well as electronic transmittals over the same instrument. Provision for such services are subject to the rates and regulations set forth herein for Access Line Service for PSP Telephones.

8.4 SERVICE CONNECTION ASSISTANCE

8.4.1 General

Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

- (A) Waiver of applicable deposit requirements set forth in Section 2.8.3 of this tariff.
- (B) Full or partial waiver up to \$60.00 of the applicable service connection charges for establishing or re-establishing local exchange service (Service Connection Assistance does not apply to network wiring charges).

8.4.2 Regulations

- (A) Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:
 - (i) Home Energy Assistance Program (HEAP);
 - (ii) Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
 - (iii) Food Stamps;
 - (iv) Federal Public Housing or Section 8 Assistance; or
 - (v) Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).
- (B) The Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Paragraph 9.8.2(A) above; identifying the specific program or programs from which the customer receives benefits.

8.4 SERVICE CONNECTION ASSISTANCE (Cont'd)

- 8.4.2 Regulations (Cont'd)
- (C) Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
- (D) Service Connection Assistance is available for all grades of service.
- (E) Service Connection Assistance is available for a single telephone line at the customer's principal place of residence.
- (F) Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the customer's current address.
- (G) Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

Section 9 - SPECIAL ARRANGEMENTS

9.1 SPECIAL CONSTRUCTION

9.1.1 Basis for Charges

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

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

9.1.2 Basis for Cost Computation

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

- a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - i. equipment and materials provided or used;
 - ii. engineering, labor, and supervision;
 - iii. transportation; and
 - iv. rights of way and/or any required easements.
- b. Cost of maintenance.
- c. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

Section 9 - <u>SPECIAL ARRANGEMENTS</u> (Cont'd)

9.1 SPECIAL CONSTRUCTION (Cont'd)

9.1.2 Basis for Cost Computation (Cont'd)

- d. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- e. License preparation, processing, and related fees.
- f. Tariff preparation, processing and related fees.
- g. Any other identifiable costs related to the facilities provided; or
- h. An amount for return and contingencies.

9.1.3 Termination Liability

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

- a. The period on which the termination liability is based is the estimated service life of the facilities provided.
- b. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

Section 9 - <u>SPECIAL ARRANGEMENTS</u> (Cont'd)

9.1 SPECIAL CONSTRUCTION (Cont'd)

- 9.1.3 Termination Liability (Cont'd)
 - b. (Cont'd)
 - (1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (a) equipment and materials provided or used;
 - (b) engineering, labor, and supervision;
 - (c) transportation; and
 - (d) rights of way and/or any required easements;
 - (2) license preparation, processing, and related fees;
 - (3) tariff preparation, processing and related fees;
 - (4) cost of removal and restoration, where appropriate; and
 - (5) any other identifiable costs related to the specially constructed or rearranged facilities.
 - c. Based upon contract with business customers, the termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
 - d. Inclusion of early termination liability by the Company in this tariff or a contract does not constitute a determination by the Public Utilities Commission of Ohio that the termination liability imposed by the Company is approved or sanctioned by the Public Utilities Commission of Ohio. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

Section 9 - <u>SPECIAL ARRANGEMENTS</u> (Cont'd)

9.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

9.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

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

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

9.4 TEMPORARY PROMOTIONAL PROGRAMS

The Company may establish temporary promotional programs as part of its sales and marketing efforts as may be needed to respond to customer needs

- a. Introduce New Services The Company may waive or reduce non-recurring or recurring charges to introduce present or potential Customers to a service not previously received by the Customers.
- b. Respond to Competitive Offers The Company may waive or reduce non-recurring or recurring charges in response to competitive offers from other service providers.

Section 10 - INTEREXCHANGE SERVICE

10.1 TOLL BLOCKING POLICY

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

- 10.1.1 Under the terms of the Selective Access Policy, CenturyTel Solutions when providing toll service, may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:
 - a. the customer is able to establish creditworthiness using one of the means for doing so available under the Commission's rules, or
 - b. CenturyTel Solutions, when providing toll service does not require the customer to establish creditworthiness (through any of the means available for doing so under the Commission's rules), or
- c. CenturyTel Solutions, when providing toll service, attempts to require the customer to establish creditworthiness using credit establishment procedures, which do not comport with the Commission's credit establishment policies and/or are not set forth within a Commission-approved tariff.

When a prospective customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select CenturyTel Solutions as his or her 1+ carrier of choice, CenturyTel Solutions may, subject to its tariffed toll deposit policies and the Commission's rules on establishment of service (See Ohio Administrative Code Rules 4901:1-5-05, require a deposit for toll service.

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

Section 10 - <u>INTEREXCHANGE SERVICE</u> (Cont'd)

10.1 TOLL BLOCKING POLICY (Cont'd)

Upon payment by the customer of all past due toll debt to CenturyTel Solutions will remove the block and all 1+ dialing capabilities, including l0-XXX, will be restored.

PRICE LIST

1 Exchange Access Service

1.1 <u>Basic Line Service</u>

	Non-Recurring	Monthly Recurring 1-4 Lines
Basic Business Line Measures		
1 st Line	\$62.85	\$18.65
Each Additional Line	\$37.35	\$18.65
Basic Business Line Message		
1 st Line	\$62.85	\$23.91
Each Additional Line	\$37.35	\$23.91
Basic Business Line Flat		
1 st Line	\$36.50	\$30.00
Each Additional Line	\$36.50	\$30.00

1.2 <u>Key Line Service</u>

	Non-Recurring	<u>Montl</u> Measured	nly Recurring Message
		<u>ivicasurea</u>	<u>iviessage</u>
Basic Business Line			\$18.85
451 **	0.62.05	1-9 Lines	1-9 Lines
1 st Line	\$62.85	\$18.65	\$18.85
Each Additional Line	\$37.35	\$18.65	\$18.85
		<u>Month</u>	ly Recurring
Flat Rate		<u>1-9 Lines</u>	
1 st Line	\$62.85	\$30.00	
Each Additional Line	\$37.35	\$30.00	

PRICE LIST (Cont'd)

1 <u>Exchange Access Service (Cont'd)</u>

1.3 <u>Basic Trunk Service</u>

	Non-Recurring	Monthly Recurring
		1-4 Lines
Basic Business Line Measures		
1 st Line	\$62.85	\$21.51
Each Additional Line	\$37.35	\$21.51
Basic Business Line Message		
1 st Line	\$62.85	\$31.31
Each Additional Line	\$37.35	\$31.31
Basic Business Line Flat		
1 st Line	\$36.50	\$33.00
Each Additional Line	\$36.50	\$33.00

PRICE LIST (Cont'd)

2 <u>Local Calling Service</u>

2.1 <u>Usage Charges</u> - Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

2.2 Monthly Message Allowance

Type of Service	Basic Calling <u>Area</u>	Extended Calling <u>Area</u>
Basic Local Exchange Service	73	N/A
Expanded Local Exchange Service	N/A	N/A

^{*} Additional message charge of \$0.073 for each message over monthly allowance.

2.3 <u>Extended Calling Area</u> - The following usage charges apply to points in the Customer's Extended Calling Area.

<u>MILEAGE</u>	<u>PEAK</u>	<u>OFF-PEAK</u>
0-10 (Local)	\$0.0400	\$0.0100
11-22	\$0.0450	\$0.0150
23-55	\$0.0500	\$0.0200

3.2. <u>IntraLATA Presubscription Change Charge</u>

Nonrecurring Charges IntraLATA Presubscription Change Charge

Per line, trunk, or port:

Manual Process \$5.50 Electronic Process \$1.25

If the Customer changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

4.1 <u>Service Implementation</u>

Non-Recurring

per service order

\$62.85

4.2 <u>Payphone Service Provider Telephone (PSP)</u>

Monthly Recurring

Non-Recurring

\$35.00

\$78.56

4.3 <u>Returned Payment Charge</u>

\$25.00

4.4 Reconnection Charge

\$10.00

5 Exemptions and Special Rates

5.1 <u>Operator Assistance for Handicapped Persons</u>

Operator station surcharges will be waived for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

5.2 <u>Directory Assistance for Handicapped Persons</u>

There is no charge for Directory Assistance for the first 50 calls in a monthly billing period from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

6 <u>Directory Listings</u>

	Non-Recurring	Monthly Recurring
Each Additional Listing:	N/A	\$1.99
Non-Listed Semi-Private Listing	N/A	\$1.10
Non-Published Private Listing	N/A	\$1.10
Cross Reference Listing	N/A	\$1.99

CenturyTel Solutions, LLC

EXHIBIT C

Red-lined version of revised tariffs showing both additions and deletions from current tariff

CENTURYTEL SOLUTIONS, LLC

REGULATIONS AND SCHEDULES FOR LOCAL EXCHANGE AND INTEREXCHANGE SERVICE

APPLYING TO END USER COMMUNICATIONS

WITHIN THE STATE OF OHIO

This tariff applies to the Competitive <u>Tier 1</u> Local Exchange <u>and Interexchange</u> <u>Telecommunications</u>. Services furnished by CenturyTel Solutions, LLC ("Company") between one or more points in the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business, 100 Century Park Drive, Monroe, LA 71203

Business Tier 2 Services and Interexchange Services and Rates have been detariffed by the Public

Utilities Commission and can now be found in the Company's Business Price List at

www.centurytel.com

1508577v3 ISSUED: June 16, 2006 EFFECTIVE: June 16, 2006

Issued under authority of the Public Utilities Commission of Ohio, in Case No. 06-615-TP-ACE

Tariff No. 90-9330-TP-TRF

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EXPLANATION OF SYMBOLS

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

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

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

<u>Automatic Number Identification (ANI)</u>: Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Subscriber. The primary purpose of ANI is to allow for billing of toll calls.

<u>Bit</u>: The smallest unit of information in the binary system of notation.

<u>Call Back/Camp On</u>: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

<u>Call Forwarding</u>: Allows an incoming call to be sent elsewhere.

<u>Call Forwarding Station</u>: Allows calls directed to a station line to be routed to a user defined line inside or outside the Customer's telephone system.

<u>Call Forwarding System</u>: Permits calls attempting to terminate to a busy station line to be redirected to a predetermined line inside or outside the Customer's telephone system.

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<u>DEFINITIONS</u> (Cont'd)

<u>Call Forwarding Remote</u>: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

<u>Call Forwarding Busy</u> Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be forwarded to a number different from DID calls.

<u>Call Forwarding Don't Answer</u>: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

<u>Call Forwarding Variable Limited</u>: When a station line user or the attendant activates this feature, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

<u>Call Forwarding Variable Unlimited</u>: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

<u>Call Hold</u>: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

<u>Call Park</u>: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

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<u>DEFINITIONS</u> (Cont'd)

<u>Call Pickup</u>: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a Customer group.

<u>Call Transfer</u>: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

<u>Call Waiting</u>: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

<u>Central Office</u>: A local telephone company switching system where telephone exchange service customer loops are terminated for purposes of interconnection to each other and to trunks.

<u>Collocation Point</u>: Central Offices where CenturyTel Solutions has installed equipment and connected to the Incumbent Local Exchange Carrier (ILEC) network so that CenturyTel Solutions can connect to end-user Customers served out of the particular Central Office via leased unbundled network element loops (UNE loops).

<u>Communication Services</u>: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company or CenturyTel Solutions: CenturyTel Solutions, LLC, the issuer of this tariff.

<u>Conference</u>: Dependent upon the service, allows customers to add limited number of parties to a call.

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<u>Customer</u> or <u>Subscriber</u>: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations. Customers are classified according to 1) the categories listed below; and for all categories of customers except OnNet Customers and Resold-Only Customers, 2) the Collocation Points listed above for services provided under this tariff. A line is defined as a voice or digital circuit with transmission capacity up to 64KB per second.

- 1-2 Line UNE Customers Customers who subscribe to a total of one to two lines of voice and/or data services serviced via DSO (64KB analog loop) and/or DS1 (1.544 MB digital loop) UNE(s).
- 3 4 Line UNE Customers Customers who subscribe to a total of three to four lines of voice and/or data services served via DSO and/or DS1 UNEs.
- 5 9 Line UNE Customers Customers who subscribe to a total of five to nine lines of voice and/or data services served via DSO and/or DS1 UNEs.
- 10 16 Line UNE Customers Customers who subscribe to a total of 10 to 16 lines of voice and/or data services served via DSO and/or DS1 UNEs.
- 17 23 Line UNE Customers Customers who subscribe to a total of 17 to 23 lines of voice and/or data services served via DSO and/or DS1 UNEs.
- 24 50 Line UNE Customers Customers who subscribe to a total of 24 to 50 lines of voice and/or data services served via DSO and/or DS1 UNEs.
- 50+ Line UNE Customers Customers who subscribe to a total of 50 or more lines of voice and/or data services served via DSO and/or DS1 UNEs.

OnNet Customers - Customers who are, or will be, serviced by CenturyTel Solutions through a direct connection to CenturyTel Solutions' fiber network via a fiber loop or fiber lateral into the Customer's premise.

Resold-Only Customers - Customers who are, or will be, serviced by CenturyTel Solutions exclusively through the resale of other carriers' retail services delivered through other carriers' facilities.

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<u>Dial Pulse (or "DP")</u>: The pulse type employed by rotary dial station sets.

<u>Direct Inward Dial (or "DID")</u>: A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

<u>DID Trunk</u>: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

<u>Direct Outward Dial (or "DOD")</u>: A service attribute that allows individual station users to access and dial outside numbers directly.

<u>Do Not Disturb</u>: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

<u>DSX-1 Panel</u>: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

<u>Dual Tone Multi-Frequency (or "DTMF")</u>: The pulse type employed by tone dial station sets.

<u>Duplex Service</u>: Service that provides for simultaneous transmission in both directions.

<u>Fiber Optic Cable</u>: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

<u>Hunting</u>: Routes a call to an idle station line in a prearranged group when the called station line is busy.

<u>In-Only</u>: A service attribute that restricts outward dial access and mutes incoming calls to a designated answer point.

<u>Joint User</u>: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by CenturyTel Solutions arid to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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Kbps: Kilobits per second, denotes thousands of bits per second.

<u>Last Number Redial</u>: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

<u>LATA</u>: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No.4.

<u>Local Exchange Carrier or ("LEC")</u>: Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

<u>Multi-Frequency or ("MF")</u>: An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

<u>Recurring Charges</u>: The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

<u>Service Order</u>: The request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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<u>Shared</u>: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

<u>Speed Calling</u>: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Customer-changeable.

Standalone Switched Long Distance Service Customer: Refers to Customers who do not subscribe to the Company's local exchange service and whose local telephone lines are presubscribed by the local exchange company to the Company's long distance service, such that "1 + interLATA" calls are automatically routed to the Company's network.

<u>Standalone Switched Toll Free Service Customer:</u> Refers to Customers who do not subscribe to the Company's local exchange service but do subscribe to the Company's Toll Free Service which permits calls to be completed to the Customer's location without charge to the calling party.

<u>Station</u>: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

<u>System</u>: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Three Way Calling: Allows a station line user to add a third party to an existing conversation.

<u>Two Way</u>: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

<u>User or End User</u>: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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Section 1 - <u>APPLICATION OF TARIFF</u>

1.1 APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate, local exchange and interexchange telecommunications services provided by CenturyTel Solutions, LLC hereinafter referred to as the Company to Customers within the State of Ohio.

1.1.1 Service Territory

CenturyTel Solutions, LLC will provide service to customers located in the service areas of AT&T Ohio, Cincinnati Bell Telephone Company, United Telephone Company of Ohio d/b/a Sprint and Verizon North Inc.

1.1.2 Availability

Service is available where facilities permit.

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2.1 USE OF FACILITIES AND SERVICE

2.1.1 (a) Obligation of the Company

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

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

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

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2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.1 (a) Obligation of the Company (Cont'd)

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

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

2.1.1 (b) Customer Rights and Responsibilities

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm.Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

2.1.2 Limitations on Liability

2.1.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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- 2.1 USE OF FACILITIES AND SERVICE (Cont'd)
 - 2.1.2 Limitations on Liability (Cont'd)
 - 2.1.2.2 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: 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. Pursuant to Ohio Administrative Code Rule 4901:1-5-16(C), the Company may request a waiver in the event of a verifiable act of God.
 - 2.1.2.3 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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- 2.1 USE OF FACILITIES AND SERVICE (Cont'd)
 - 2.1.2 Limitations on Liability (Cont'd)
 - 2.1.2.4 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
 - 2.1.2.5 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

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2.1 USE OF FACILITIES AND SERVICE (Cont'd)

- 2.1.2 Limitations on Liability (Cont'd)
 - 2.1.2.6 The Company is not liable for any claims for loss or damages involving:
 - (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - (b) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
 - (c) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 - (d) Any act or omission in connection with the provision of 911, E911 or similar services;
 - (e) Any non completion of calls due to network busy conditions.

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- 2.1 USE OF FACILITIES AND SERVICE (Cont'd)
 - 2.1.2 Limitations on Liability (Cont'd)
 - 2.1.2.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
 - (a) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
 - The Company does not guarantee nor make any warranty (b) with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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2.1 USE OF FACILITIES AND SERVICE (Cont'd)

- 2.1.2 Limitations on Liability (Cont'd)
 - 2.1.2.7 (Cont'd)
 - (c) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
 - 2.1.2.8 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
 - 2.1.2.9 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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- 2.1 USE OF FACILITIES AND SERVICE (Cont'd)
 - 2.1.2 Limitations on Liability (Cont'd)
 - 2.1.2.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
 - 2.1.2.11 Approval of the above tariff language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use of Service

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

2.1.4 Use and Ownership of Equipment

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

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

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2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.5 Directory Errors (Cont'd)

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- 1. Pursuant to Ohio Administrative Code Rule 4901:1-5-16(F), the Company shall issue the customer a credit for the equivalent of not less than three months' regulated local service charges. The credit shall not apply in cases where the customer provided the information after the deadline for directory publication.
- 2. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 3. Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of two business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex-type attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)

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2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.5 Directory Errors (Cont'd)

- 4. Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic regulated monthly rate.
- 5. Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- 6. Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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2.2 PAYMENT FOR SERVICES RENDERED

2.2.1 Responsibility for All Charges

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

2.2.2 Deposits

In accordance with Ohio Administrative Code Rules 4901:1-5-13 and 4901:1-17. The Company may require a security deposit. The deposit requested will be held as a guarantee for the payment of charges. The Company agrees to abide by the regulations associated with Customer deposits as set forth in Ohio Administrative Code Rule 4901:1-5-13. The deposit will not exceed an amount equal to:

Two (2) month's projected billing for a service or facility. The estimated average billing will not include long distance charge from other non-affiliated service providers. The deposit related to basic local telecommunications service and long distance service shall be separately identified.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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2.2 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.2.2 Deposits (Cont'd)

a. Interest on Deposits

The Company agrees to abide by the regulations associated with Customer deposits as set forth in Ohio Administrative Code Rule 4901:1-5-1305. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

The Company shall pay interest on cash deposits at no less than three (3) percent per annum. pursuant to Ohio Administrative Code Rule 4901:1-17-05.

If a refund or credit of the deposit is made within one hundred eighty (180) days of receipt of the deposit, no interest payment shall be made.

The deposit shall cease to draw interest on the date it is returned or credited to the customer's account.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request. in accordance with Ohio Administrative Code Rule 4901:1-5-13.

c. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

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2.2 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.2.3 Payment of Charges

Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If an objection results in a refund to the customer, such refund will be with interest at a rate of at least five percent (5%) as set forth in Ohio Administrative Code Rule 4901:1-5-16(G)(2). Interest will accrue from the date when the customer's overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the Company receives the overpayment.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may contact the Public Utilities Commission of Ohio toll free at 180 East Broad Street, Columbus, Ohio 43215-3793 or by calling 1-800-686-7826 or 1-614-466-3292, or for TDD/TTY toll free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at www.PUCO.ohio.gov.

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2.2 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.2.4 Return Payment Charge

When a customer makes a payment to the Company in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to the Company unpaid.

Maximum Charge: \$50.00

2.2.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrearages.
- Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts.
 Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of Ohio. These agencies are required to make payment in accordance with applicable state law.

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2.2 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.2.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill.

The total overcharge and accrued interest at the rate of at least five (5) percent per annum. , shall be paid to the customer pursuant to Ohio Administrative Code Rule 4901:1-5-16(G). The date when overpayment will be considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

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2.3 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.4 TELEPHONE SURCHARGES/TAXES

2.4.1 General

The customer is responsible for the payment of all state, local and E9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff.

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2.5 DISCONNECTION OF SERVICE

2.5.1 Disconnection for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. The Company will comply with the Commission's Minimum Telephone Service Standards regarding denial or disconnection of service as set forth in Ohio Administrative Code Rule 4901:1-5-17.

If service is disconnected for nonpayment, the customer will be charged a Reconnection Charge as well as any payment due and any applicable deposits upon reconnection.

The maximum rate of the Reconnection Charge is as follows:

Maximum: \$75.00

Partial payments will be applied towards any past due amount in accordance with Ohio Administrative Code Rule 4901:1-5-17(C).

Toll service may be disconnected for nonpayment of toll service. in accordance with Ohio Administrative Code Rule 4901:1-5-17(B).

- a. Termination shall not be made until at least twenty (20) days after written notification has been mailed to the billing address of the customer.
- b. Suspension will not be made until at least seven (7) days from the postmark date after written notification has been mailed to the customer.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.2 Exceptions to Disconnection

Pursuant to Ohio Administrative Code Rule 4901:1-5-17(J) Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment of any billed charge, which is in dispute or for the nonpayment of a deposit, which is in dispute during the period before a determination of the dispute, is made by the Company in accordance with Company's complaint handling procedures.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

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2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the end of business on that day.

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2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.4 Termination For Cause Other Than Nonpayment

a. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

- 1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
- 2. if the Customer's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company' employees, or
- 3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
- 4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification.

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2.5 DISCONNECTION OF SERVICE (Cont'd)

- 2.5.4 Termination For Cause Other Than Nonpayment (Cont'd)
 - b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- 1. The use of facilities or service of the Company without payment of tariff charges;
- 2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- 3. The use of profane or obscene language;
- 4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
- 5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
- 6. Permitting fraudulent use.

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2.5 DISCONNECTION OF SERVICE (Cont'd)

- 2.5.4 Termination For Cause Other Than Nonpayment (Cont'd)
 - c. Abandonment or Unauthorized Use of Facilities
 - 1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
 - 2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a) No charge shall apply for the period during which service had been terminated, and
 - b) Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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2.5 DISCONNECTION OF SERVICE (Cont'd)

2.5.4 Termination For Cause Other Than Nonpayment (Cont'd)

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.5.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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2.6 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.6.1 Application of Rates

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

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2.6 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.6.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to the telephone numbers assigned to any customer.

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

2.6.3 Deposits

Pursuant to Section 2.2.2 of this Tariff, deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.6.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer; or the operation or malfunction of the facilities, power, or equipment provided by the Customer; or military action, war, insurrection, riot or strike; or cannot be repaired due to the Customer missing a repair appointment, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff and in accordance with Ohio Administrative Code Rule 4901:1 5 16.

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2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.7.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports or when the Company becomes aware of an interruption, a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - i. If interruption continues for less than 24 hours:
 - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

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2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

- 2.7.1 Credit for Interruptions (Cont'd)
 - c. (Cont'd)
 - ii. if interruption continues for more than:
 - a) 24 hours but less than 48 hours the Company will credit the Customer the pro rata portion of the monthly charge(s) for all regulated local services rendered inoperative
 - b) 48 hours but less than 72 hours the Company will credit the Customer one-third of one month's charges for any regulated local services rendered inoperative.
 - c) More than 72 hours but less than 96 hours the Company will credit the Customer two thirdsone of month's charges for any regulated local services rendered inoperative.

d)more than 96 hours the Company will credit the Customer one month's charges for any regulated local service rendered inoperative.

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

The Company may be permitted by the Commission to obtain a grace period of an additional 48 hours in each exchange where otherwise a customer adjustment would accrue due to an extreme, unique or unforeseeable weather-related incident

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2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.7.1 Credit for Interruptions (Cont'd)

d. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. Except as provided in Ohio Administrative Code Rule 4901:1-5-19, no allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the subscriber's local call allowance during a given billing period.

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2.7 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.7.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a. interruptions due to the negligence of, or non-compliance with the provisions
 of this Tariff, by any party other than the Company, including but not limited
 to the customer, authorized user, or other common carriers connected to, or
 providing service connected to, the service of the Company or to the
 Company's facilities;
- b. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- c. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- d. interruptions of service due to circumstances or causes beyond the control of the Company.

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2.8 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 pursuant to any sale or transfer of substantially all the assets of the Company or

2.9 NOTICES AND COMMUNICATIONS

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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2.10 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK

2.10.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this tariff.

2.10.2 Liability for Calling Card Fraud

- a. Unless otherwise determined by the Commission, the Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- b. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- c. The Customer must give the Company verbal notice followed by a written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.
- d. The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- e. The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

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2.10 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK (Cont'd)

2.10.3 Liability for Credit Card Fraud and Other Unauthorized Use

- a. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.
- b. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- c. The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- d. The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

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2.11 SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES

2.11.1 Obligations of the Company

In compliance with the Ohio Public Utilities Commission rules and regulations, when providing operator services, the Company will:

- a. Identify itself audibly, and distinctly, to the Customer at the beginning of each call before the Customer incurs any charges and also a second time prior to connecting the call before the Customer incurs any charges, otherwise referred to as double branding; and
- b. Inform the Customer, upon request, of the rates to be charged and explain the method of billing and collection used by the Company at no charge. In addition, explain the methods by which complaints concerning rates, charges, or collection practices will be resolved; and
- c. Permit the Customer to terminate the call at no charge before the call is connected; and
- d. Not bill for unanswered or incomplete telephone calls; and
- e. Not engage in call splashing (billing rates other than from the actual call origination) unless the Customer requests to be transferred to another provider of operator services, the Customer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the Customer then consents to be transferred; and

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2.11 SPECIAL CONDITIONS GOVERNING OPERATOR SERVICES (Cont'd)

2.11.1 Obligations of the Company (Cont'd)

- f. Withhold payment of any compensation to aggregators if the Company reasonably believes that the aggregator is engaging blocking 8XX, 950 or any other end user access to the end user's carrier of choice; and
- g. Upon receipt of any emergency telephone call, the Company shall immediately connect the call to the appropriate emergency service of the reported locations of the emergency, if known, and, if not known, of the originating location of the call.
- h. All 0- and 0+ IntraLATA calls are routed to the local exchange company.

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Section 3 – APPLICATION OF RATES

3.1 INTRODUCTION

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff

3.2 CHARGES BASED ON DURATION OF USE

- 3.2.1 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:
 - (A) Calls are measured in durational increments identified for each service.

 All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
 - (B) 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). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
 - (C) Timing terminates on all calls when the calling party hangs up or the Company's network receive an off-hook signal from the terminating carrier.
 - (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
 - (E) All times refer to local time.

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Section 3 – <u>APPLICATION OF RATES</u> (Cont'd)

3.3 RATES BASED UPON DISTANCE

- 3.3.1 Where charges for a service are specified based upon distance, the following rules apply:
 - (A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the National Exchange Cant Association, Inc. Tariff FCC No.4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.
 - (B) The airline distance between any two Rate Centers is determined as follows:
 - (1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the NECA tariff.
 - (2) Compute the difference between the "V'¹ coordinates of the two Rate Centers; and the difference between the two "H" coordinates.
 - (3) Square each difference obtained in step (2) above.
 - (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
 - (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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Section 3 – <u>APPLICATION OF RATES</u> (Cont'd)

3.3 RATES BASED UPON DISTANCE (Cont'd)

- 3.3.1 (Cont'd)
 - (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
 - (7) FORMULA =

$$(V1-V2)^2 + (H1-H2)^2$$

3.4 MINIMUM CALL COMPLETION RATE

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99.5% during peak use periods for the Company services.

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Section 4 - EXCHANGE ACCESS SERVICE

4.1 GENERAL

4.1.1 Exchange Access Service

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- a. receive calls from other stations on the public switched telecommunications network;
- b. access other services offered by the Company as set forth in this tariff;
- c. access certain interstate and international calling services provided by the Company
- d. access (at no additional charge) the Company's operators and business office for service related assistance;
- e. access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- f. access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

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4.1 GENERAL (Cont'd)

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

The following Exchange Access Services are offered:

Basic Line Service*
Key Line Service
Basic Trunk Service
DID Trunk Service
Digital Trunk Service
ClearStar*
Advantage Service
Primary Rate ISDN Service (PRI)
Basic Rate ISDN Service (BRI)
Clear T Service

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^{*(1)} Service to basic line customers with four or more access lines will receive tier 2 treatment for all access lines in accordance with rule 4901:1-6-05 of the Administrative Code.

4.2 BASIC LINE SERVICE⁽¹⁾

Basic Line Service provides a Business Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line contains the standard features listed below.

Non-recurring and monthly recurring rates per Basic Line apply as follows:

	Max
Basic Business Line Measured — Non Recurring Charge 1^{st} Line 2^{nd} and 3^{rd} Line	\$75.42 \$75.42
Basic Business Line Measured Monthly Recurring Charge 1st Line $2^{\rm nd}$ and $3^{\rm rd}$ Line	\$40.73 \$46.13
Basic Business Line Message - Non Recurring Charge 1st Line 2^{nd} and 3^{rd} Line	\$75.42 \$75.42
Basic Business Line Message — Monthly Recurring Charge 1st Line 2 nd and 3 rd Line	\$34.31 \$38.75
Basic Business Line Flat — Non Recurring Charge 1st Line 2 nd and 3 rd Line	\$75.00 \$75.00
Basic Business Line Flat — Monthly Recurring Charge 1st Line 2 nd and 3 rd Line	\$45.00 \$45.00

^{*}The Monthly Recurring and Usage rates for Basic Line Service apply to all Customers and Subscribers as set forth in the Definitions.

(1) Service to Basic Line customers with four or more access lines will receive tier 2 treatment for all access lines in accordance with

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rule 4901:1-6-05 of the Administrative Code.

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4.3 KEY LINE SERVICE

Key Line Service provides a Business Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Key Lines are provided for connection of Customer provided key systems to the public switched telecommunications network Each Key Line contains the standard features listed below.

Non-recurring and monthly recurring rates per Key Line will apply.

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4.4 BASIC TRUNK SERVICE

Basic Trunk Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touchtone signaling and may be configured into a hunt group with other Company-provided Basic Trunks.

Basic Trunks may be equipped with Analog Direct Inward Dial (DID) capability and DID number blocks for additional charges.

The Monthly Recurring and Usage rates for Basic Trunk Service apply to all Customers and Subscribers and defined in Definitions.

	Maximum
Basic Business Trunk Measured - Non Recurring	
Charge	
1 st PBX Trunk	\$75.00
Each Additional PBX Trunk	\$75.00
Basic Business Trunk Measured Monthly Charge	
———1 st PBX Trunk	\$75.00
Each Additional PBX Trunk	\$75.00
Basic Business Trunk Message - Non Recurring	
Charge	
————1 st PBX Trunk	\$75.00
Each Additional PBX Trunk	\$75.00
Basic Business Trunk Message Monthly Charge	
———1 st PBX Trunk	\$75.00
Each Additional PBX Trunk	\$75.00
Basic Business Trunk Flat - Non Recurring Charge	
1 st PBX Trunk	\$75.00
Each Additional PBX Trunk	\$75.00
Basic Business Trunk Flat - Monthly Charge	
———1 st PBX Trunk	\$75.00
Each Additional PBX Trunk	\$75.00

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4.5 CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS)

4.5.1 Per Call Blocking

Per Call Blocking (Calling Number Delivery Blocking) - Enables customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing *67 from a touch-tone phone, or 1167 from a rotary dial phone, to activate the block. This action must be repeated each lime a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per call blocking will be available on a universal basis to all eligible customers. All public and semipublic payphones of CenturyTel Solutions will be equipped with Per Call Blocking.

4.5.2 Per Line Blocking

Per Line Blocking (Calling Number Delivery Suppression) - Enables Customers to prevent the disclosure of their telephone number on all outgoing calls, without the necessity of an activation code. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per line Blocking wilt be provided at no monthly charge on an optional basis to published and non-published customers at their discretion. To deactivate the privacy status, the customer would dial *82 from a touch-tone phone or 1182 from a rotary dial phone before placing a call. After completion of the call, the line reverts back to the privacy status. Law enforcement, domestic shelters and other special agencies will be offered free Per Line Blocking. Per Line Blocking will not be available to public, semi-public, two-party and four-party service customers.

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4.5 <u>CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS)</u> (Cont'd)

4.5.3 Call Return

Call Return (Automatic Recall) - Enables a customer to return the last incoming call whether or not it was answered. The customer dials the activation code of *69 from a touch-tone phone, or 1169 from a rotary dial phone, and the last incoming call is announced. if the incoming call was placed from a line designated as "private", a fast busy tone will be heard preventing the activation of the Call Return feature. Office-wide Call Return-Block -to-Private prevents Call Return activation when a local or toll calling party blocks their number. To activate the Call Return function the customer would then dial "I". If the line is busy when the customer activates the service, a confirmation announcement is heard, the customer hangs up, and a queuing process begins. For the next thirty minutes both the calling and called parties' lines are checked periodically. The call setup is made when both the originating and terminating lines are idle. After activation of the feature, the originating and terminating customers may place other calls without affecting the call return service status. Up to 30 calls may be held in queue for the Customer's Call Return activation. The call backs may be to areas where the toll charge would be applicable. This feature cannot be activated for all telephone numbers such as numbers with the 800 or 900 prefixes, or PBX extensions.

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4.6 CLEAR-T SERVICE

Clear T is a bundled product that offers Local, Long Distance and Toll Free Services with optional custom calling features. This product is available only to local end users customers originating on the Company's facilities off its Ohio switches. Clear T is available for one, two, and three year term agreements. Each commitment level is available at the monthly recurring and non-recurring rates as specified below.

4.6.1 Line Components

Clear T service monthly fee includes basic business lines, analog and digital PBX trunks. Customers may select a combination of lines/trunks up to 244 lines per Clear-T T-1. Also the following standard custom calling features are included in the monthly fee.

Hunting
Call Forwarding (Busy Line, Don't
Answer, Variable)
Call Waiting
Three Way Calling
Speed Dialing

Additional Charges will apply for the following components:

DID Trunk Termination (per DID trunk)

1st block of 20 DID numbers

DID each additional block of 20 up to 500 numbers

DID 500+ each additional block of 100 numbers

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4.6 CLEAR-T SERVICE (Cont'd)

4.6.2 Optional Custom Calling Features:

Anonymous Call Rejection

Call Block

Call Return

Call Selector

Call Tracing

Caller ID Basic

Caller ID Deluxe

Caller ID Enhanced

Preferred Call Forwarding

Remote Access Call Forwarding

Variable

Repeat Dialing

Call Transfer

4.6.3 Mailbox Options*

Standard Message Center Mailbox Enhanced Message Center Mailbox Power Message Center Mailbox

Fax Overflow Mailbox

4.6.4 Long Distance Service & Toll Free Service

Clear T customers will receive the ClearSaver rates for intraLATA, intrastate, and interstate as listed in the Company's FCC tariff.

*These services are not regulated by the PUCO.

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4.6 CLEAR-T SERVICE (Cont'd)

4.6.5 Ancillary Services include:

Ancillary Services include:
Directory Listings
Person to Person
Station to Station
Directory Assistance
Busy Line Verification
Emergency Interrupt Service

4.6.6 Expiration of Term Agreement

Consistent with the customer's agreement, the customer must notify the Company, in writing, at least 30 days prior to the expiration of services to express their desired services beyond the selected term agreement date. In lieu of written notification, the services will renew at the existing term agreement level. (i.e. a one year term agreement will renew to an additional one year agreement.)

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4.7 CLEARXPRESS BUSINESS BUNDLE (CBB)

The CBB is a bundled offering which includes hunting, caller I]) deluxe, call transfer and call forwarding variable. CBB is designed for customers with their own telephone equipment. CBB is delivered to the customer's demarcation point and is offered with a 36 month term.

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4.8 CLEARTOUCH SERVICE

ClearTouch Service includes the following:

OnNet Rates

Business/Business PBX with the following individual features:

Call Waiting

Call Forwarding Variable

Three-Way Calling

Speed Calling (8-code)

Speed Calling (30-code)

Call Forwarding Busy Line

Call Forwarding Don't Answer

Call Forwarding Don't Answer

Customer Control of Call forwarding Busy Line

Customer Control of Call Forwarding Don't Answer

Call Forwarding Busy Line Multipath or

Customer Control of Call Forwarding

Call Forwarding Don't Answer Multipath or

Customer Control of Call Forwarding Don't Answer

Call Forwarding Variable Multipath or

Remote Access-Call Forwarding Variable Multipath

Remote Access Call Forwarding Variable

Call Return (per line)

Repeat Dialing (per line)

Call Selector (per line)

Preferred Call Forwarding (per line)

Call Block (per line)

Call Tracing (per line)

Anonymous Call Rejection

Caller ID (available w/ or w/o ACR)

Call Return

Repeat Dialing

Call Transfer

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Section 5 – EXCHANGE ACCESS OPTIONAL FEATURES

5.1 DIRECTORY LISTINGS

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number' in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge.

	Non-Recurring	Monthly Recurring
		<u>Maximum</u>
Each Additional Listing:	N/A	\$4.70
Non-Listed Semi-Private Listing	N/A	\$4.70
Non-Published Private Listing	N/A	\$4.70
Cross Reference Listing	N/A	\$4.70

5.2 DIRECT INWARD DIAL (DID) SERVICE

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

One DID Additive charge applies for each DID equipped Basic Trunk or DID equipped channel on a Digital Trunk. The Customer is required to purchase at least one DID number block for each DID equipped trunk or trunk group, or DID equipped channel or channel group.¹

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⁴ A "group" is a set of Basic Trunks or Digital Trunk channels, which have been configured into a hunt group.

<u>Section 5 – EXCHANGE ACCESS OPTIONAL FEATURES</u>

5.3 CLEARVALUE BUNDLED SERVICE

CenturyTel Solutions' Service Offering is a bundled service that includes CenturyTel Solutions local exchange, inbound and outbound domestic long distance with voicemail provided at the same customer location. This service is available to Business customers and is subject to the availability of facilities and only offered where technically feasible.

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Section 6 - RESOLD LOCAL EXCHANGE SERVICE

6.1 DESCRIPTION

Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certificated Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

6.2 RATES

The following rates apply for Resold Local Exchange Services:

	Non-Recurring	Monthly Recurring
	Maximum	<u>Maximum</u>
Resold Basic Lines:		
Measured Service		
	\$67.85	\$80.00
2 nd and 3 rd Line	\$42.35	\$80.00
Message Service		
———1 st Line	\$67.85	\$80.00
———2 nd and 3 rd Line	\$42.35	\$80.00
Flat Service		
———1 st Line	\$67.85	\$80.00
——— 2 nd and 3 rd Line	\$42.35	\$80.00
Resold Basic Trunks ² Measured Service		
1 st Line	\$58.35	\$80.00
——————————————————————————————————————	\$38.50	\$80.00
1 st Line	\$58.35	\$80.00
2 nd and 3 rd Line	\$38.50	\$80.00

Resold features associated with resold local exchange service will be priced according to the rate established for such features in the underlying carrier's effective intrastate tariffs.

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² Includes Hunting

Section 7 - LOCAL CALLING SERVICE

7.1 DESCRIPTION

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network³ bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

7.1.1 Basic Local Exchange Service

This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates.

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³ Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

Section 7 - LOCAL CALLING SERVICE (Cont'd)

7.1 DESCRIPTION (Cont'd)

7.1.2 Expanded Local Exchange Service

This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. Additional calls to the Basic Local Calling Area will be charged as specified below. All calls to the Expanded Local Calling Area will be charged a per call setup and per minute access charge as specified below. All calls to destinations outside the Expanded Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified below.

a. Time Periods

Day and Night/Weekend rates apply as follows:

Rates	<u>From</u>	To (but om not including) Days		
Day	9:00 A.M.	9:00 P.M.	Mon. – Fri.	

Night/Weekend All other days, times, and holidays.

Holidays include New Year Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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Section 7 - LOCAL CALLING SERVICE (Cont'd)

7.2 **RATES**

The rates set forth in this section apply to all direct dialed local calls. For operatorassisted local calls, the operator charges apply in addition to the charges listed below.

- Usage Charges Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.
 - Monthly Message Allowance a.

Type of Service	Basic Calling <u>Area</u>	Extended Calling Area
Basic Local Exchange Service	73	N/A
Expanded Local Exchange Service	N/A	N/A
*Additional me	essage charge	<u>Maximum</u> \$0.101

(for each message over monthly allowance)

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Section 7 - LOCAL CALLING SERVICE (Cont'd)

7.2 RATES (Cont'd)

b. <u>Expanded Calling Area</u> – The following usage charges apply to points in the Customer's Expanded Calling Area.

<u>MILEAGE</u>	<u>PEAK</u>	OFF-PEAK
	<u>Maximum</u>	<u>Maximum</u>
0-10 (Local)	\$0.0600	\$0.0300
11-22	\$0.0650	\$0.0350
23-55	\$0.0700	\$0.0400

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Section 8 - INTRALATA CALLING SERVICE

8.1 DESCRIPTION

IntraLATA calling service provides a Customer with the ability to originate calls from a Company provided access line to all other stations on the public switched telephone network⁴

8.2 TIME PERIODS

Day, Evening and Night/Weekend rate periods are shown below. On holidays, Evening rates will apply unless a lower rate will normally apply.

<u>Rates</u>	<u>From</u>	To (but not including	Days <u>Applicable</u>	Discount <u>Applicable</u>
Day	8:00 A.M. 1:00 P.M.	12:00 P.M. 5:00 P.M.	Mon. Fri Mon. Fri.	0% 0%
Evening	5:00 P.M.	11:00 P.M.	Mon. Fri.	25%
Night/ Weekend	All otl	ner times		50%

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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⁴ Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

Section 8 – INTRALATA CALLING SERVICE

8.3 INTRALATA TOLL PRESUBSCRIPTION

After a subscriber's initial selection for a presubscribed intraLATA toll carrier any change thereafter, an IntraLATA Presubscription Change Charge will apply. The IntraLATA Presubscription Change Charge shall be applied as set forth in Section 5.2 of the Price List.

If a subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

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Section 9 - MISCELLANEOUS SERVICES

9.1 OPERATOR SERVICES

9.1.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines.

9.1.2 Definitions

<u>Person</u>: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, Sling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

<u>Station-to-Station</u>: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls maybe dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones, which are coin, telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

<u>Billed to Non-Proprietary Calling Card</u>: Refers to calls that are dialed by the Customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

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9.1.3 Rates

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections S and 9, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the Customer will be charged for the following operator assisted services:

Person-to-Person
(Operator Assisted)

Station to Station
(Operator Assisted)

Operator Dialed Charge

(applies in addition to
other operator charges)

Billed to Non-Proprietary
-Calling Card
-(additional surcharge)

Directory Assistance

Director Assistance Call
-Completion

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9.2 BUSY LINE VERIFY AND LINE INTERRUPT SERVICE

9.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- (A) The operator will determine if the line is clear or in use and report to the calling party.
- (B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

9.2.2 Regulations

- (A) A charge will apply when:
 - (1) The operator verifies that the line is busy with a call in progress.
 - (2) The operator verifies that the line is available for incoming calls.
 - (3) The operator venues that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- (B) No charge will apply:
 - (1) When the calling party advises that the call is to or front an official public emergency agency.
 - (2) Under conditions other than those specified in 9.2.2(A) preceding.

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9.2 BUSY LINE VERIFY AND LINE INTERRUPT SERVICE (Cont'd)

- (C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- (D) The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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9.3 SERVICE IMPLEMENTATION CHARGE

9.3.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service, or after service has been disconnected for more than 30 days.

9.3.2 Rates

Non-Recurring Maximum \$67.85

per service order

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9.4 CUSTOM CALLING SERVICE

9.4.1 Business PBX – Individual Features:

(a) Call Waiting Maximum Price \$15.00

- (b) Call Forwarding Variable
- (c) Three-Way Calling
- (d) Repeat Dialing
- (e) Call Selector
- (f) Call Screening
- (g) Caller ID
 - Standard \$15.00
- With Name Enhancement
- (h) Busy Line Transfer
 - -Standard
 - Customer Control Option

9.4.2 Business PBX – Per-Use/Temporary Features:

- (a) Three Way Calling
- (b) Repeat Dialing
- (c) Call Forwarding (Temporary)

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9.5 PAYPHONE SERVICE PROVIDER TELEPHONE (PSP)

Access line service for Payphone Service Provider (PSP) telephones is an exchange line service provided at the request of a subscriber for telecommunications use by the general public. This access line service is provided on a flat rate basis. This access line service is provided for use with PSP non-coin-operated public telephones or PSP coinoperated public telephones. PSP telephones may utilize "store and forward" technology to complete 0+ local; intraLATA and interLATA collect only. Standard features included are Flex AM, Dial Around, Call Restriction, Call Screening, & Operator Screen Blocking. The subscriber shall be responsible for the installation, maintenance and operation of PSP telephones used in connection with this service. PSP telephones must be connected to the Company network in compliance with Part 68 of the FCC Rules and Regulations. The service is provided for use by the subscriber but may be used by others when so authorized by the subscriber, provided that all such usage is subject to the provisions of this Tariff. This service is not subject to concessions. Access line service for PSP telephones cannot be included on accounts containing other classes of service. This access line provides screening information to prevent the operator from allowing toll charges against the subscriber's line; the operator also cannot perform coin collecting functions. The Company is not responsible for refunds of coins deposited in .PSP coin-operated telephones. Customer-provided public telephones may only, be connected to access line service for PSP telephones. The subscriber to this service will be responsible for any and all toll charges billed to the subscriber's account. Providers of public voice facsimile services, which are transmitted over the public switched network are required to obtain Access Line Service for PSP telephones service for connection to the network. The term "Voice Facsimile service" refers to the use of devices providing facsimile service with associated voice capability so that the end user is able to make conventional voice calls as well as electronic transmittals over the same instrument. Provision for such services are subject to the rates and regulations set forth herein for Access Line Service for PSP Telephones.

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9.6 REMOTE CALL FORWARDING SERVICE

Service Area: Where facilities are available, the service area is defined by the NPA-NXX Codes and Exchanges listed below.

Local Calling Area: Exchanges and zones included in the local calling area for the NXX designations are specified below. NXXs associated with each particular exchange or zone may be found in the directory listings directory published by the incumbent local exchange carrier in the Customer's exchange area.

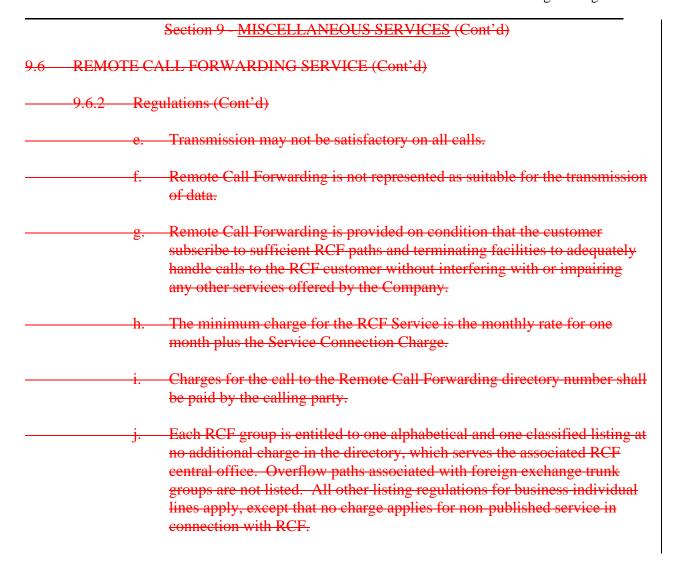
9.6.1 General

Remote Call Forwarding (RCF) is a local exchange service that utilizes a telephone number and Electronic Central Office facilities by which all incoming calls to the RCF telephone number are forwarded automatically to the subscriber's central office line in the same exchange as the RCF number or in a different exchange or to an inward WATS (toll-free Service) access line.

9.6.2 Regulations

- a. RCF service is offered in Electronic offices where facilities permit.
- b. RCF paths may be used singly, in groups, or as overflow paths for foreign exchange trunk groups. Only one forwarding number is permitted per group.
- c. Remote Call Forwarding is not offered where the terminating number is a coin telephone.
- d. Identification of the originating telephone number is not provided to the Remote Call Forwarding customer.

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9.6 REMOTE CALL FORWARDING SERVICE (Cont'd)

9.6.3 Rates

The following charge is for the Remote Call Forwarding feature only and in addition to applicable charges for service and equipment.

Remote Call Forwarding is per feature arranged and one access path for either interexchange, intraexchange, or local calling area per service request.

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9.7 SERVICE CONNECTION ASSISTANCE

9.7.1 General

Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

- (A) Waiver of applicable deposit requirements set forth in Section 2.8.3 of this tariff.
- (B) Full or partial waiver up to \$60.00 of the applicable service connection charges for establishing or re-establishing local exchange service (Service Connection Assistance does not apply to network wiring charges).

9.7.2 Regulations

- (A) Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:
 - (i) Home Energy Assistance Program (HEAP);
 - (ii) Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
 - (iii) Food Stamps;
 - (iv) Federal Public Housing or Section 8 Assistance; or
 - (v) Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).
- (B) The Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Paragraph 9.8.2(A) above; identifying the specific program or programs from which the customer receives benefits.

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9.7 SERVICE CONNECTION ASSISTANCE (Cont'd)

- 9.7.2 Regulations (Cont'd)
- (C) Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
- (D) Service Connection Assistance is available for all grades of service.
- (E) Service Connection Assistance is available for a single telephone line at the customer's principal place of residence.
- (F) Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the customer's current address.
- (G) Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

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Section 10 - SPECIAL ARRANGEMENTS

10.1 SPECIAL CONSTRUCTION

10.1.1 Basis for Charges

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

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

10.1.2 Basis for Cost Computation

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

- a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - i. equipment and materials provided or used;
 - ii. engineering, labor, and supervision;
 - iii. transportation; and
 - iv. rights of way and/or any required easements.
- b. Cost of maintenance.
- c. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

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Section 10 - <u>SPECIAL ARRANGEMENTS</u> (Cont'd)

10.1 SPECIAL CONSTRUCTION (Cont'd)

10.1.2 Basis for Cost Computation (Cont'd)

- d. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- e. License preparation, processing, and related fees.
- f. Tariff preparation, processing and related fees.
- g. Any other identifiable costs related to the facilities provided; or
- h. An amount for return and contingencies.

10.1.3 Termination Liability

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

- a. The period on which the termination liability is based is the estimated service life of the facilities provided.
- b. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

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Section 10 - <u>SPECIAL ARRANGEMENTS</u> (Cont'd)

10.1 SPECIAL CONSTRUCTION (Cont'd)

10.1.3 Termination Liability (Cont'd)

- b. (Cont'd)
 - (1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (a) equipment and materials provided or used;
 - (b) engineering, labor, and supervision;
 - (c) transportation; and
 - (d) rights of way and/or any required easements;
 - (2) license preparation, processing, and related fees;
 - (3) tariff preparation, processing and related fees;
 - (4) cost of removal and restoration, where appropriate; and
 - (5) any other identifiable costs related to the specially constructed or rearranged facilities.
- c. Based upon contract with business customers, the termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
- d. Inclusion of early termination liability by the Company in this tariff or a contract does not constitute a determination by the Public Utilities Commission of Ohio that the termination liability imposed by the Company is approved or sanctioned by the Public Utilities Commission of Ohio. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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Section 10 - <u>SPECIAL ARRANGEMENTS</u> (Cont'd)

10.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

10.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

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

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

10.5 TEMPORARY PROMOTIONAL PROGRAMS

The Company may establish temporary promotional programs as part of its sales and marketing efforts as may be needed to respond to customer needs, which will comply with Ohio Administrative Code Rule 4901:1-6-18.

- a. Introduce New Services The Company may waive or reduce non-recurring or recurring charges to introduce present or potential Customers to a service not previously received by the Customers.
- b. Respond to Competitive Offers The Company may waive or reduce non-recurring or recurring charges in response to competitive offers from other service providers.

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Section 11 - INTEREXCHANGE SERVICE

11.1 RATES CHARGED BASED ON TIMING OF CALLS

The Company will offer interexchange services throughout all 88 counties in the State of Ohio. Where charges for service are specified based on the timing of calls, such as the duration of a telephone call, the following rules apply;

11.1.1 When Billing Charges Begin and Terminate For Phone Calls

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

11.1.2 Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is 1 minute for a connected call. Calls beyond 1 minute are billed in 1 minute increments.

11.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

11.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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11.2 RATES BASED UPON CALCULATION OF DISTANCE

Where the charges for service are specified based upon distance, the following rules apply:

- a. Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is set of geographic coordinated, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No.4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.
- b. The airline distance between any two Rate Centers is determined as follows:
 - i. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
 - ii. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
 - iii. Square each difference obtained in step (B) above.
 - iv. Add the square of the "V" difference and the square of the "H" difference obtained in step (C).
 - v. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - vi. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained this is the airline mileage.

$$\frac{\text{vii.} \quad \text{Formula}}{\sqrt{(V1-V2)^2+(H1-H2)^2}}$$

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11.3 MINIMUM CALL COMPLETION RATE

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99.5% during peak use periods for the Company services.

11.4 SERVICE OFFERINGS

11.4.1 Long Distance Service (LDS)

a. Description

Long Distance Service (LDS) is a communications service, which is available for use by Customers twenty-four (24) hours a day. Customers may originate LDS from locations served by the Company, and may terminate in all locations within the State of Ohio. Operator, Calling Card, and Directory Assistance services are available to Customers of the Company's LDS service subject to the provisions of this tariff.

LDS calls will be billed in 6-second increments with an initial billing period of 6 seconds.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.1 Long Distance Service (LDS) (Cont'd)

a. Description (Cont'd)

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

Switched LDS* is offered in Feature Group D (FOE)) exchanges where the Customer's local telephone lines are presubscribed by the local exchange company to the Company's LDS service, such that "1+" interLATA calls are automatically routed to the Company's network.

Dedicated LDS is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Zero — The calling party has only entered an 0 so an operator can obtain both the destination number and the billing information

Zero + The calling party has entered a destination number but has to talk to the operator about the billing information

Zero ++ The calling party has entered the destination number and the billing information

*Switched Long Distance Service is available only when a customer also receives local exchange service from CenturyTel Solutions.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.1 Long Distance Service (LDS) (Cont'd)

b. Commitment Levels and Term Plans

- i. LDS is available on a month-to-month basis or on an optional 1,2, or 3-year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service non-recurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory Assistance and Operator Service.
- ii. Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.
- iii. A Customer who terminates a term plan in the 1st year prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.
- iv.A Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration will be required to pay 35% an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.1 Long Distance Service (LDS) (Cont'd)

b. Commitment Levels and Term Plans (Cont'd)

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

c. Discounts

The discounts described in Section 1.7 on per minute basis for qualifying usage are based on the monthly commitment level and term plan selected by the Customer.

11.4.2 Toll Free Service

a. Description

- i. Toll Free Service is an inbound communications service, which permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten-digit telephone number (8XX+NXX-XXXX), which will terminate at the Customer's location. Calls may originate from any location within the State of Ohio and may terminate at the Customer's location.
- ii. Toll Free Service will be billed per call based on the duration of the call. Each call will be billed in 6 second increments with an initial billing period of 18 seconds. Usage discounts apply to aggregate monthly interstate and intrastate usage.
- iii. Toll Free Service is offered in two variations depending upon the method the Customer employs to access the Company's network for use of the service:

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.2 Toll Free Service (Cont'd)

a. Description (Cont'd)

- iv. Switched Toll Free service calls are originated via normal shared use facilities and are terminated via the Customers local exchange service access line.
- v. Dedicated Toll Free service calls are originated via normal shared use facilities and are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.2 Toll Free Service (Cont'd)

b. Commitment Levels and Term Plans

- i. Toll Free is available on a month-to-month basis or on an optional 1,2, or 3-year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service non-recurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory Assistance and Operator Service.
- ii. Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.
- iii. A Customer who terminates a term plan in the 1st year prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.
- iv.A Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration will be required to pay 35% an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.2 Toll Free Service (Cont'd)

b. Commitment Levels and Term Plans (Cont'd)

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

Discounts

The discounts described in Section 1.8 on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer.

11.4.3 Miscellaneous Services

a. Operator Service

- i. Operator Service is available to users of the Company's LIDS service and to users accessing public payphones or Customer provided stations for operator assisted calls. In addition to usage charges, each operator call will be assessed a charge(s) as set forth in this tariff. The methods available to the Customer for accessing the Company's operator depends upon the type of LDS:
- ii. Pre subscribed LDS users and pre subscribed public payphones or Customer provided stations may dial "00"; or dial"0+ the called InterLATA telephone number (NPA+NXX-XXXX) for long distance calling assistance from the equal access (FGD) areas.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.3 Miscellaneous Services (Cont'd)

a. Operator Service (Cont'd)

iii. Dedicated LDS users may dial "00" or "0+"

b. Calling Card Service

- i. Calling Card Service is provided to Customers for use when away from their established service location. Access to the service is gained by dialing a Company designated SXX access number (SXX-NXX-XXXX), plus the Customer's/User's Calling Card authorization number and the called telephone number.
- ii. The Calling Card can also be used to place operator-assisted and directory assistance calls, subject to the application of additional charges.
- iii. Beyond these standard features, the Calling card includes the following enhanced features: conference calling, Voice Mail access, voice messaging, news and information access and speed dialing.* Use of these enhanced features is subject to separate charges. Calling Card calls are billed in full minute increments, with a one-minute minimum. This service is offered with Peak and Off-Peak pricing. Descriptions of the additional features are as follows.

*Voice Mail service is not regulated by the PUCO.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.3 Miscellaneous Services (Cont'd)

b. Calling Card Service (Cont'd)

iii. (Cont'd)

- a. The Calling Card can be used to place Company operatorassisted calls. Surcharges apply per call, in addition to the standard usage charges.
- b. The Calling Card can be used to place calls for Directory
 Assistance. A flat charge will apply per requested number
 (Requested Number Charge). At the Customer's option, the
 Company will automatically place a call to the requested
 number. For calls completed in this manner, a Call
 Completion Charge and the Standard Usage Charges will
 apply in addition to the Requested Number Charge.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.3 Miscellaneous Services (Cont'd)

b. Calling Card Service (Cont'd)

iii. (Cont'd)

- e. Enhanced features are available for use as described below.

 Enhanced features charges apply in lieu of standard usage charges. Usage charges are billed in six second increments with a one-minute minimum.
 - 1. Conference Calling allows the User to establish a conference call by accessing the conference operator.

 Charges apply per established line and per minute of usage.
 - 2. Voice Mail Access allows the User to access the Company's Voice Mail and to place return calls without having to hang up and initiate a new calling card call.*
 - 3. Voice Message allows the User to leave up to a threeminute voice recorded message that is stored for future delivery when the called number is busy or no answer.
 - 4. News and Information that provides the Customer with access to news, weather, sports, financial information and other features.
 - 5. Speed Dialing allows the User to access Speed Dialing by programming and storing up to nine frequently dialed numbers.

*Voice Mail service is not regulated by the PUCO.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.3 Miscellaneous Services (Cont'd)

b. Calling Card Service (Cont'd)

iii. (Cont'd)

d. Rate Periods

Peak and Off Peak rate periods are as follows:

Non-Holiday		To But Not	
Rate Periods	From	Including	Days
Peak	8:00 a.m.	5:00 p.m.	Mon-Fri
Off-Peak	5:00 p.m.	8:00 a.m.	Mon-Fri
	8:00 a.m.	8:00 a.m.	Sat-Sun
	8:00 a.m.	8:00 a.m.	Holidays

Holidays: On Christmas Day (Dec. 25), New Years Day (Jan. 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in Nov.) the Off Peak Period rate applies unless a lower rate would normally apply.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.3 Miscellaneous Services (Cont'd)

c. Bill-to-Calling Card (BCC) Service

Bill-to-Calling Card Service allows users of touch-tone telephones connected to the Company's LDS services to charge calls to their local exchange company (LEC) calling card. In addition to standard LDS, the BCC charge applies when users complete calls by entering both the called number and their LEC calling card number without the assistance of an operator; in addition, Operator charges will apply, if operator assistance is required. For calls to Directory Assistance, the appropriate charges will apply in addition. The Company accepts only LEC calling cards, which it can, identified as valid. Charges for BCC calls will appear on the user's LEC bill.

d. Directory Assistance (DA)

Company will connect LDS Service Customers to Directory Assistance for a fee. A credit allowance for DA will be provided upon request if the Customer experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended DA number (NPA+555-1212).

11.4.4 Special Service Arrangements

Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly and/or other special services, may be furnished in addition to existing tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable for the special service arrangements will be developed upon the Customer's request. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this tariff. The customer specific service arrangements will be filed with the Commission as required by Ohio Administrative Code Rule 4901:1-6-19.

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11.4 SERVICE OFFERINGS (Cont'd)

11.4.5 Exemptions and Special Rates

- a. Operator station surcharges will be waived for operator assistance
 provided to a caller who identified him or herself as being handicapped
 and unable to dial the call because of a handicap.
- b. There is no charge for Directory Assistance for the first 50 calls in a monthly billing period from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

11.5 TOLL BLOCKING POLICY

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

- 11.5.1 Under the terms of the Selective Access Policy, CenturyTel Solutions when providing toll service, may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:
 - a. the customer is able to establish creditworthiness using one of the means for doing so available under the Commission's rules, or
 - b. CenturyTel Solutions, when providing toll service does not require the customer to establish creditworthiness (through any of the means available for doing so under the Commission's rules), or
 - c. CenturyTel Solutions, when providing toll service, attempts to require the customer to establish creditworthiness using credit establishment procedures, which do not comport with the Commission's credit establishment policies and/or are not set forth within a Commission-approved tariff.

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11.5 TOLL BLOCKING POLICY (Cont'd)

11.5.1 Cont'd

When a prospective customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select CenturyTel Solutions as his or her 1+ carrier of choice, CenturyTel Solutions may, subject to its tariffed toll deposit policies and the Commission's rules on establishment of service (See Ohio Administrative Code Rules 4901:1-5-0513 and 4901:1-5-14, require a deposit for toll service. This deposit shall be in accordance with Ohio Administrative Code Rule 4901:1-5-13(A)(3), O.A.C.

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

Upon payment by the customer of all past due toll debt to CenturyTel Solutions will remove the block and all 1+ dialing capabilities, including l0-XXX, will be restored.

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PRICE LIST

1 <u>Exchange Access Service</u>

1.1 <u>Basic Line Service</u>

	Non-Recurring	Monthly Recurring		
		1-4 Lines	5+ Lines/OnNet	
Basic Business Line Measures				
1 st Line	\$62.85	\$18.65	\$17.70	
Each Additional Line	\$37.35	\$18.65	\$17.70	
Basic Business Line Message				
1 st Line	\$62.85	\$23.91	\$17.90	
Each Additional Line	\$37.35	\$23.91	\$17.90	
Basic Business Line Flat				
1 st Line	\$36.50	\$30.00	\$28.50	
Each Additional Line	\$36.50	\$30.00	\$28.50	

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1 <u>Exchange Access Service For</u>(Cont'd)

1.2 <u>Key Line Service</u>

	Non-Recurring		Monthly I	Recurring	
		<u>Me</u>	easured	<u>Me</u>	<u>ssage</u>
Basic Business Line			\$17.70	\$18.85	\$17.90
		<u>1-9</u>	<u> 10+ Lines</u>	<u>1-9</u>	<u>10+ Lines</u>
		<u>Lines</u>		<u>Lines</u>	
1 st Line	\$62.85	\$18.65	\$17.70	\$18.85	\$17.90
Each Additional Line	\$37.35	\$18.65	\$17.70	\$18.85	\$17.90
		<u>M</u>	onthly Recurri	<u>ng</u>	
Flat Rate		<u>1-9</u>	<u>10+ Lines</u>		
		<u>Lines</u>			
1 st Line	\$62.85	\$30.00	\$28.50		
Each Additional Line	\$37.35	\$30.00	\$28.50		

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1 <u>Exchange Access Service (Cont'd)</u>

1.3 <u>Basic Trunk Service</u>

	Non-Recurring	Monthly Recurring	
		<u>1-4 Lines</u>	5+ Lines/OnNet
Basic Business Line Measures			
1 st Line	\$62.85	\$21.51	\$17.70
Each Additional Line	\$37.35	\$21.51	\$17.70
Basic Business Line Message			
1 st Line	\$62.85	\$31.31	\$21.20
Each Additional Line	\$37.35	\$31.31	\$21.20
Basic Business Line Flat			
1 st Line	\$36.50	\$33.00	\$31.40
Each Additional Line	\$36.50	\$33.00	\$31.40

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2 <u>Exchange Access Optional Features</u>

2.1 <u>Direct Inward Dial (DID) Service</u>

	Non Recurring	Monthly Recurring
DID Trunk Termination	\$220.00	\$22.50
Block of 20 DID Numbers	\$174.20	\$3.4 5
Additional Block of 20 DID Numbers	\$54.20	\$ 3.45

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3 Resold Local Exchange Service

3.1 Resold Basic Lines

	Non-Recurring	Month	ly Recurring
		<u> 1-4-Lines</u>	5+ Lines/OnNet
Basic Business Line Measures			
1 st -Line	\$62.85	\$18.65	\$17.70
Each Additional Line	\$37.35	\$18.65	\$17.70
Basic Business Line Message			
1 st -Line	\$62.85	\$23.91	\$17.90
Each Additional Line	\$37.35	\$23.91	\$17.90
Basic Business Line Flat			
1 st -Line	\$36.50	\$30.00	\$28.50
Each Additional Line	\$36.50	\$30.00	\$28.50

3.2 Resold Basic Trunks¹

	Non-Recurring	Month l	y Recurring
		1-4 Lines	5+ Lines/OnNet
Basic Business Line Measures			
1 st Line	\$62.85	\$21.51	\$17.70
Each Additional Line	\$37.35	\$21.51	\$17.70
Basic Business Line Message			
1 st Line	\$62.85	\$31.31	\$21.20
Each Additional Line	\$37.35	\$31.31	\$21.20
Basic Business Line Flat			
1 st Line	\$36.50	\$33.00	\$31.40
Each Additional Line	\$36.50	\$33.00	\$31.40

¹ Includes Hunting

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23-55 Miles

		0118.1111111111111111111111111111111111
<u> </u>	PRICE LIST (Cont'd)	
3 Resold Local Exchange Servi	ice (Cont'd)	
3.3 Resold Direct Inwa	ard Dial (DID) Service	
<u> </u>	<u> </u>	
	Non Recurring	Monthly Recurring
DID Trunk Termination:		
DID Trunk Termination, each		
— Inward Only Trunk	\$220.00	22.50
DID Trunk Termination, each		
— Combination Trunk	N/A	N/A
DID Station Numbers:		
—1 st Block of 20	\$174.20	\$3.45
— Additional Block of 20	\$54.20	\$3.45
Additional Block of 20	ψ34.20	ψ υ. τυ
	Non Recurring	Monthly Recurring
Optional Features::		
MF Pulsing Option	N/A	\$ 7.50
DTMF Pulsing Option	N/A	\$7.50
Automatic Intercept		
-Service, per number referred	\$16.00	N/A
Resold Local Usage		
Message Rate Calling \$.08	Per Call	
Measured Rate Calling	1 st -Minute	Each Additional
		Minute
0-10 Miles	\$0.036	\$0.009
11-22 Miles	\$0.040	\$0.01 4
		+

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\$0.045

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\$0.018

4 <u>Local Calling Service</u>

4.1 <u>Usage Charges</u> - Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

4.2 <u>Monthly Message Allowance</u>

Type of Service	Basic Calling <u>Area</u>	Extended Calling <u>Area</u>
Basic Local Exchange Service	73	N/A
Expanded Local Exchange Service	N/A	N/A

^{*} Additional message charge of \$0.073 for each message over monthly allowance.

4.3 <u>Extended Calling Area</u> - The following usage charges apply to points in the Customer's Extended Calling Area.

<u>MILEAGE</u>	<u>PEAK</u>	<u>OFF-PEAK</u>
0-10 (Local)	\$0.0400	\$0.0100
11-22	\$0.0450	\$0.0150
23-55	\$0.0500	\$0.0200

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5 <u>IntraLATA Calling Service</u>

5.1 Rates

<u>MILEAGE</u>	FIRST MINUTE	ADDITIONAL MINUTE
0-10	\$0.19	\$0.16
11-22	\$0.25	\$0.21
23-55	\$0.28	\$0.20
56-124	\$0.28	\$0.20
125 +	\$0.28	\$0.20

5.2. <u>IntraLATA Presubscription Change Charge</u>

Nonrecurring Charges IntraLATA Presubscription Change Charge

Per line, trunk, or port:

Manual Process	\$5.50
Electronic Process	\$1.25

If the Customer changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

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6 Miscellaneous Services

6.1 Operator Services

Per Call Charges	
Person to Person (Operator Assisted)	\$3.00
Station-to-Station (Operator Assisted)	\$1.25
Station-to-Station (Operator Assisted) Collect	\$1.10
Station-to-Station (Operator Assisted) 3 rd Number	\$1.50
Station to Station Calling Card	\$0.50
Station to Station (Operator Assisted) Sent Paid	\$0.50
Billed to Non-Proprietary Calling Card	\$1.25
(additional surcharge)	
Directory Assistance Call After 2 Call Allowance	\$0.60
Directory Assistance Call Completion	\$0.60

6.2 Busy Line Verify and Line Interrupt Service

Busy Line Verify Service \$1.20 (each request)

Busy Line Verify and Busy Line \$1.30 Interrupt Service (each request)

6.3 Service Implementation

Non-Recurring

per service order

\$62.85

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	PRICE LIST (Cont'd)	
6 <u>Miscellane</u>	eous Services (Cont'd)	
6.4	Custom Calling Service	
	Resold Rates	
	Business PBX	
	Individual Features:	
		Monthly
	(a) Call Waiting	\$7.50
	(b) Call Forwarding Variable	\$4.00
	(c) Three Way Calling	\$4.00
	(d) Repeat Dialing	\$4.00
	(e) Call Return	\$4.00
	(f) Caller ID	
	- Standard	\$6.50
	- With Name Enhancement	\$2.50
	(g) Busy Line Transfer	
	Standard	\$0.75
	Customer Control Option	\$1.00
	Per Use/Temporary Features:	
		Per Use
	(a) Three-Way Calling	\$0.75
	(b) Repeat Dialing	\$0.75
	(c) Call Forwarding (Temporary)	\$0.90
6.5	Payphone Service Provider Telephone (PSP)	
	Monthly Recurring Non-Recurring \$35.00 \$78.56	
6.6	Returned Payment Charge	
	\$25.00	
6.7	Reconnection Charge	
	\$10.00	

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7 <u>CenturyTel Solutions Distance Service (LDS)</u>

7.1 Outbound Switched LDS

<u>Usage per Month</u>	Month to month	<u>1 Year</u>	2 Years	<u>3 Years</u>
\$ 0-499.99 \$ 500.00-1,499.99 \$ 1,500.00 2,999.99 \$ 3,000.00 9,999.99 \$ 10,000.00-19,999.99	\$.1570 \$.1490 \$.1410 \$.1330 \$.1290	\$.1540 \$.1460 \$.1380 \$.1310 \$.1260	\$.1520 \$.1440 \$.1360 \$.1300 \$.1250	\$.1500 \$.1420 \$.1340 \$.1290 \$.1240
\$ 20,000 +				

7.2 <u>Outbound Dedicated LDS</u>

Usage per Month	Month to month	<u>1 Year</u>	2 Years	3 Years
\$ 1,500.00 4,999.99	\$.0890	\$.0870	\$.0860	\$.0850
\$ 5,000.00 16,999.99	\$.0840	\$.0820	\$.0810	\$.0800

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8 <u>CenturyTel Solutions Toll Free Service</u>

8.1 <u>Inbound Switched Toll Free</u>

\$ 500.00-1,499.99 \$.1490 \$.1460 \$.1440 \$.142 \$ 1,500.00-2,999.99 \$.1410 \$.1380 \$.1360 \$.134	Usage per Month	Month to month	1 Year	2 Years	3 Years
\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	\$ 500.00-1,499.99 \$ 1,500.00-2,999.99 \$ 3,000.00-9,999.99 \$ 10,000.00-19,999.99	\$.1490 \$.1410 \$.1330 \$.1200	\$.1460 \$.1380 \$.1310 \$.1360	\$.1440 \$.1360 \$.1300 \$.1250	\$.1500 \$.1420 \$.1340 \$.1290 \$.1240

8.2 <u>Inbound Dedicated Toll Free</u>

Usage per Month	Month to month	<u>1-Year</u>	2 Years	3 Years
\$ 1,500.00 4,999.99 \$ 5,000.00 16,999.99 \$ 17,000 +	\$.0890 \$.0840	\$.0870 \$.0820	\$.0860 \$.0810	\$.0850 \$.0800

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8 <u>CenturyTel Solutions Toll Free Service</u> (Cont'd)

8.3 Recurring and Non-Recurring Rates

	Monthly Recurring	Non- Recurring
Advanced features (per feature)		\$10.00
1 routing feature	\$5.00	N/A
3 routing features	\$10.00	N/A
All routing features	\$20.00	N/A

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8 <u>CenturyTel Solutions Toll Free Service</u> (Cont'd)

8.4 Operator Service

Per minute usage rates:

	DAY		EVI	ENING	NIGHT/	<u>WEEKEND</u>
Rate mileage	Initial Period	Each Additional <u>Minute</u>	Initial Period	Each Additional Minute	Initial Period	Each Additional <u>Minute</u>
1-10 11-22 23-55 56-124 125-292 293-430 431-624	\$.3200 0.4000 0.4800 0.5700 0.5800 0.5800 0.5800	\$.1600 0.2200 0.2800 0.3700 0.3900 0.3900 0.3900	\$.3200 0.4000 0.4800 0.5700 0.5800 0.5800 0.5800	\$.1600 0.2200 0.2800 0.3700 0.3900 0.3900 0.3900	\$.3200 0.4000 0.4800 0.5700 0.5800 0.5800 0.5800	\$.1600 0.2200 0.2800 0.3700 0.3900 0.3900 0.3900

Per call rates:

(A)	Person to Person	\$3.00
(B)	Station to Station	\$1.10
(C)	Operator Dialed Charge	\$1.25
`	(applies in addition to other-	
	operator charges)	
(D)	Partially Automated Surcharge	\$0.50
	(applies in addition to other	
	operator charges)	
	2	
(E)	Busy Line Verification	\$1.20

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8 <u>CenturyTel Solutions Toll Free Service</u> (Cont'd)

8.5 BCC Service

BCC Charge \$0.50

8.6 <u>Directory Assistance</u>

Per requested number \$0.60

9 <u>Exemptions and Special Rates</u>

9.1 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

9.2 <u>Directory Assistance for Handicapped Persons</u>

There is no charge for Directory Assistance for the first 50 calls in a monthly billing period from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

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10 Primary Rate Interface Service

Primary Rate Interface Service (PR!) provides an ISDN based, DS 1 access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service will provide connectivity between ISDN compatible CPE and a serving central office. The basic channel structure for PRI Service is twenty three 64 Kbps B Channels and one 64 Kbps fl Channel. The customer has the option to activate up to 23 B Channels on the first PRI Service arrangement and up to 24 channels on additional Pill Service arrangements. A Digital Data Only option and an Inward Data Option are also available. The 23 B Channels can be used to connect the customer's CPE to the Public Circuit Switched Network, e.g., outward, inward and 2-way network access. Calling Number Delivery, Called Number Delivery, and Hunting functionality are inherent to this service. Telephone numbers for use on PRI Service are available. One Primary Directory Listing will be furnished at no charge for each PRI service B Charnel. Additional listings can be obtained. PR! Service provides capability for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.

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10 Primary Rate Interface Service (Cont'd)

Non-recurring and monthly rates per PRI Service apply as follows:

	Non-Recurring	Monthly Recurring
Month to Month	\$1,000.00	\$850.00
Voice/Data		
Digital Data		
Inward Data		
12 Months	\$750.00	\$750.00
Voice/Data	·	•
Digital Data		
Inward Data		
24 Months	\$750.00	\$675.00
Voice/Data		
Digital Data		
Inward Data		
36 Months	\$750.00	\$600.00
Voice/Data	·	
Digital Data		
Inward Data		

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11 Basic Rate ISDN Service (PRI)

Basic Rate ISDN provides Basic Rate access to the telecommunications network. The service supports simultaneous transmission of voice and data on the same exchange access line. 8111 consists of one or two 64Kbps B channels and one 16Kbps D channel (for signaling purposes only) at the service delivery point. Each access to a B channel or Circuit Switched Voice/Circuit Switched Data includes one Directory Number. Includes 320 hours per BRI, then usage charges apply as stated below. Optional custom calling features are available to increase the capability of the B channels may be subscribed to on an as needed basis. See ClearTouch Service for rates as specified in Section 12.1.

	Non-Recurring	<u>Month</u>	lly Recurring
		<u>1 - 4 Lines</u>	5 + Lines/OnNet
Month to Month	\$117.00	\$81.00	\$81.00
One Year	\$117.00	N/A	\$75.33
Two Years	\$117.00	N/A	\$71.28
Three Years	\$117.00	N/A	\$68.85

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12 ClearTouch Service

12.1 OnNet Rates

Business/Business PBX

Individual Features:	- Monthly
(a) Call Waiting	\$3.50
(b) Call Forwarding Variable	\$3.50 \$3.50
(c) Three Way Calling	\$3.50 \$3.50
(d) Speed Calling (8 code)	\$3.50 \$3.50
(e) Speed Calling (30-code)	\$3.50 \$3.50
(f) Call Forwarding Busy Line	\$3.50 \$3.50
(g) Call Forwarding Don't Answer	\$3.50 \$3.50
(h) Call Forwarding Don't Answer Ring Control	\$3.50 \$3.50
(i) Customer Control of Call forwarding Busy Line	\$3.50
(i) Customer Control of Call Forwarding Don't	- φυ.υυ
Answer	\$3.50
	\$3.50
(k) Call Forwarding Busy Line Multipath or Customer Control of Call Forwarding	\$3.3U
	¢2.50
Busy Line Multipath (1) Call Farmanding Dank American Makingdhan	\$3.50
(1) Call Forwarding Don't Answer Multipath or	
Customer Control of Call Forwarding Don't Answer	
- Multipath	\$3.50
(m) Call Forwarding Variable Multipath or Remote	
Access Call Forwarding Variable Multipath	\$3.50
(n) Remote Access - Call Forwarding Variable	\$3.50
(o) Call Return (per line)	\$3.50
(p) Repeat Dialing (per line)	\$3.50
(q) Call Selector (per line)	\$3.50
(r) Preferred Call Forwarding (per line)	\$3.50
(s) Call Block (per line)	\$3.50
(t) Call Tracing (per line)	\$3.50
(u) Anonymous Call Rejection	\$3.50

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12 <u>ClearTouch Service</u> (Cont'd)

12.1 OnNet Rates (Cont'd)

(v) Caller ID (available w/ or w/o ACR)	
Basic	\$5.00
	\$6.00
Enhanced	\$7.00
(w) Call Return	•
(per use)	\$0.75
(x) Repeat Dialing	
(per use)	\$0.75
(y) Call Transfer	\$3.50

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12 <u>ClearTouch Service (Cont'd)</u>

12.2 <u>ClearTouch Feature Packages</u>

The following packages are available in choosing any features listed below.

	<u>Monthly</u>
ClearTouch Package	
(any 6 features)	\$9.00
ClearTouch Package	
(any 3 features)	\$13.00
ClearTouch Package	
— (any 3 features)	

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PRICE LIST (Cont'd) 13 Charges for Connecting Changing Service Non-Recurring PRI Reconfiguration Charge (without customer premise visit) \$50.00 PRI Reconfiguration Charge (with customer premise visit) \$250.00

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14 <u>Clear T Service</u>

14.1 Clear-T Rates:

	<u>Length of Contract</u>	
	Monthly	Non-recurring
One Year	\$699.00	\$1,000.00
Two year	\$649.00	\$750.00
Three Year	\$599.00	\$500.00

14.2 <u>Line Components:</u>

	
Hunting	\$5.00
Call Forwarding (Busy Line, Don't Answer, Variable)	\$3.50
Call Waiting	\$3.50
Three Way Calling	\$3.50
Speed Dialing (8 or 30 code)	\$3.50

Additional Charges will apply for the following components:

	<u>Monthly</u>
DID Trunk Termination (per DID) trunk)	\$10.00
-1 st -block of 20 DID numbers	\$5.00
DID each additional block of 20 up to 500 numbers	\$3.00
DID 500+ each additional block of 100 numbers	

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14 <u>Clear-T Service (Cont'd)</u>

14.3	Optional Custom Calling Features:	Monthly	Non-recurring
	Anonymous Call Rejection	\$2.50	\$10.00
	Call Block	\$2.50	\$10.00
	Call Return	\$2.50	\$10.00
	Call Selector	\$2.50	\$10.00
	Call Tracing	\$2.50	\$10.00
	Caller ID Basic	\$5.00	\$10.00
	Caller ID Deluxe	\$6.00	\$10.00
	Caller ID Enhanced	\$7.00	\$10.00
	Preferred Call Forwarding	\$2.50	\$10.00
	Remote Access Call Forwarding	\$2.50	\$10.00
	Variable	7-10-0	4-000
	Repeat Dialing	\$2.50	\$10.00
	Call Transfer	\$2.50	\$10.00

14.4 Long Distance Service & Toll Service

Clear T customers will receive the ClearSaver rates for IntraLATA, Intrastate, and Interstate.

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One Time Non-Recurring

PRICE LIST (Cont'd)

14 <u>Clear-T Service</u> (Cont'd)

14.5 Ancillary Services

Clear T customers will receive the same rates as listed herein. Ancillary Services include:

Directory Listings

Person to Person

Station to Station

Directory Assistance

Busy Line Verification

Emergency Interrupt Service

14.6 Move/Adds/Changes (MAC's)

		T
Add additional Lines or Trunks, per order	\$50.00	
Add DID Trunk Termination, per order	\$50.00	
Change CSR (record purpose), per order	\$20.00	
Add additional custom calling features,		
- Per order	\$10.00	
Reconfiguration Charge, without customer		
premise visit, per order	\$50.00	
Reconfiguration Charge, with customer		
premise visit, per order	\$250.00	
Move Service Address, per order	<u>N/C</u>	
· <u>↓</u>		

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15 ClearXpress Business Bundle (CBB)

Measured Rate Service \$33.80

16 <u>Directory Listings</u>

	Non-Recurring	Monthly Recurring
Each Additional Listing:	N/A	\$1.99
Non-Listed Semi-Private Listing	N/A	\$1.10
Non-Published Private Listing	N/A	\$1.10
Cross Reference Listing	N/A	\$1.99

17 Remote Call Forwarding

The following charge is for the Remote Call Forwarding feature only and is in addition to applicable charges for service and equipment.

Remote Call Forwarding is per feature arranged and one access path for either interexchange, intraexchange, or local calling area per service request.

	Non-Recurring	Monthly Recurring
Each	\$50.63	\$16.61

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18 Clear Value Bundled Service

Option #1 Option #2 ClearValue with Voicemail ClearValue

	5+ Lines/		5+Lines
<u>1-4 Lines</u>	OnNet	<u>1-4 Lines</u>	<u>OnNet</u>
1 Year=\$35.00 (I)	1 Year=\$33.50	1 Year=\$43.00 (I)	1 Year=\$40.50
2 Year= N/A T	2 Year=\$31.80	2 Year- N/A T	2 Year=\$38.50
3 Year= N/A	3 Year=\$31.20	3 Year= N/A	3 Year=\$37.70
4 Year= N/A	4 Year=\$30.20	4 Year= N/A	4 Year=\$36.50
5 Year = N/A T	5 Year=\$29.10	5 Year= N/A T	5 Year=\$35.20

ClearValue Basic Business Line ClearValue Basic Business Line ClearValue Call Forward Busy Line ClearValue Call Forward Busy Line ClearValue Call Forward No Answer ClearValue Call Forward No Answer ClearValue Call Forward Variable ClearValue Call Forward Variable ClearValue 3-Way Calling ClearValue 3-Way Calling ClearValue Speed Call 8 ClearValue Speed Call 8 ClearValue Caller ID ClearValue Caller ID ClearValue Long Distance Calling Card ClearValue Voicemail*

ClearValue Long Distance Calling Card

*Voice Mail service is not regulated by the PUCO.

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Clear Value Bundled Service (Cont'd)

Option #3 ClearValue Plus 100

1 Year=\$38.50

2 Year=\$36.60

3 Year=\$35.80 4 Year=\$34.70

5 Year=\$33.50

ClearValue Basic Business Line

ClearValue Call Forward Busy Line

ClearValue Call Forward No Answer

ClearValue Call Forward Variable

ClearValue 3-Way Calling

ClearValue Speed Call 8

ClearValue Caller ID

ClearValue Plus 100*

ClearValue Long Distance Calling Card

Option #4 ClearValue with Voicemail

1 Year=\$45.50

2 Year=\$43.20

3 Year=\$42.30

4 Year=\$41.00

5 Year=\$39.60

ClearValue Basic Business Line

ClearValue Call Forward Busy Line

ClearValue Call Forward No Answer

ClearValue Call Forward Variable

ClearValue 3-Way Calling

ClearValue Speed Call 8

ClearValue Caller ID

ClearValue Voicemail*

ClearValue Plus 100

ClearValue Long Distance Calling Card

*Voice Mail service is not regulated by the PUCO.

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18 Clear Value Bundled Service (Cont'd)

Option #5 ClearValue Plus 250	Option #6 ClearValue Plus 250 with Voicemail
1 Year=\$46.00	1 Year=\$53.00
2 Year=\$43.70	2 Year=\$50.40
3 Year=\$42.80	3 Year=\$49.30

4 Year=\$41.40
5 Year=\$40.00
5 Year=\$40.00

ClearValue Basic Business Line ClearValue Basic Business Line ClearValue Call Forward Busy Line ClearValue Call Forward Busy Line ClearValue Call Forward No Answer ClearValue Call Forward No Answer ClearValue Call Forward Variable ClearValue Call Forward Variable **ClearValue 3-Way Calling** ClearValue 3-Way Calling ClearValue Speed Call 8 ClearValue Speed Call 8 ClearValue Caller ID ClearValue Caller ID ClearValue Plus 250* ClearValue Voicemail*

ClearValue Long Distance Calling Card
ClearValue Plus 250
ClearValue Long Distance Calling Card

*Voice Mail service is not regulated by the PUCO.

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18 Clear Value Bundled Service (Cont'd)

Ontion #	7 Cloor	Volue Dlu	s 500
	/ Cicar	value i le	13 200

1 Year=\$58.50 2 Year=\$55.60 3 Year=\$54.40 4 Year=\$52.70 5 Year=\$50.90

Option #8 ClearValue Plus 500 with Voicemail

1 Year=\$65.50 2 Year=\$62.20 3 Year=\$60.90 4 Year=\$59.00 5 Year=\$57.00

ClearValue Basic Business Line
ClearValue Call Forward Busy Line
ClearValue Call Forward No Answer
ClearValue Call Forward Variable
ClearValue 3-Way Calling
ClearValue Speed Call 8
ClearValue Caller ID
ClearValue Plus 500*
ClearValue Long Distance Calling Card

ClearValue Basic Business Line
ClearValue Call Forward Busy Line
ClearValue Call Forward No Answer
ClearValue Call Forward Variable
ClearValue 3- Way Calling
ClearValue Speed Call 8
ClearValue Caller ID
ClearValue Voicemail*
ClearValue Plus 500
ClearValue Long Distance Calling Card

*Voice Mail service is not regulated by the PUCO.

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18 Clear Value Bundled Service (Cont'd)

Option #9
ClearValue with Discounted LD Rate
1 Year=\$33.50 + \$0.069
2 Year=\$31.80 + \$0.059
3 Year=\$31.20 + \$0.049
4.77

4 Year=\$30.20 + \$0.039 5 Year=\$29.10 + \$0.029

ClearValue Basic Business Line
ClearValue Call Forward Busy Line
ClearValue Call Forward No Answer
ClearValue Call Forward Variable
ClearValue 3 Way Calling
ClearValue Speed Call 8
ClearValue Caller ID
ClearValue Discounted Long Distance**
ClearValue Long Distance Calling Card

Option #10
ClearValue with Voicemail & Discounted LD Rate

learValue with Voicemail & Discounted LD Rate
1 Year=\$40.50 + \$0.069

2 Year=\$38.50 + \$0.059 3 Year=\$37.70 + \$0.049 4 Year=\$36.50 + \$0.039

5 Year=\$35.20 + \$0.029

ClearValue Basic Business Line
ClearValue Call Forward Busy Line
ClearValue Call Forward No Answer
ClearValue Call Forward Variable
ClearValue 3 Way Calling
ClearValue Speed Call 8
ClearValue Caller ID
ClearValue Voicemail*
ClearValue Discounted Long Distance
ClearValue Long Distance Calling Card

*Voice Mail service is not regulated by the PUCO.

1508577v3 ISSUED: June 16, 2006 EFFECTIVE: June 16, 2006

CenturyTel Solutions, LLC

EXHIBIT D

CenturyTel took the information concerning its current rates, terms and conditions for all of its detariffed nonresidential tier 2 services and toll services out of the tariffs filed with the Ohio Commission and placed it as a price list on the website in the same location as the tariffs.

In addition to the customer bill message, customers also received a letter and end-user agreement (sample attached) that explained the detariffing and providing the customer with information needed to review the rates, terms and conditions.

END USER AGREEMENT (review both sides)

CenturyTel is pleased to provide You with telecommunications, information, directory and other services ("Service" or "Services"), as well as related equipment ("Equipment"). For purposes of this Agreement "CenturyTel", "We", "Us", or "Our" means CenturyTel of Ohio, Inc., its subsidiaries, affiliates and any other person or entity doing business as CenturyTel and providing Services and/or Equipment to You (and any agents of the aforementioned entities, including any billing agents). As a condition of using such Services and/or Equipment, You ("You" or "Your") agree to accept and comply with the terms of service set out in this End User Agreement, as amended from time to time ("Agreement"). YOUR USE OF THE SERVICES AND/OR EQUIPMENT CONSTITUTES YOUR ACKNOWLEDGEMENT AND AGREEMENT THAT YOU AGREE TO BE BOUND BY THIS AGREEMENT. THE TERMS OF THIS AGREEMENT WILL APPLY TO ALL SERVICE(S) AND/OR EQUIPMENT YOU PURCHASE FROM CENTURYTEL NOW, OR IN THE FUTURE, UNLESS SUCH TERMS ARE SUPERSEDED BY TARIFF, OR ARE SUPERSEDED PURSUANT TO THE TERMS OF A SEPARATE AGREEMENT OR AGREEMENTS. EXCEPT AS SET FORTH ELSEWHERE IN THIS AGREEMENT, CENTURYTEL RESERVES THE RIGHT TO CHANGE THE TERMS OF THIS AGREEMENT, AT ANY TIME, AFTER GIVING NOTICE TO YOU. If You have any questions about these terms of service, You should speak with a CenturyTel representative.

- 1. Our Obligations. We will provide the Service(s) and/or Equipment that You have requested from CenturyTel, at Your requested service address, pursuant to the terms of this Agreement. With respect to Regulated Services (as defined in Section 13), You have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm.Code 4901:1-5)("MTSS"). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service. With respect to Regulated Services, the MTSS shall control in the event of any conflict between the provisions of this Agreement and the MTSS.
- 2. Your Obligations. You will (a) provide all information, access, and support required for timely installation and proper use of Our Services and Equipment; (b) assure that Your use of the Services and Equipment is at all times consistent with the use intended, is not utilized in any unlawful manner, and is used in such a manner as to prevent damage to Our network, Equipment, and/or other customers; and (c) make full and timely payments as provided for in Section 4 below.
- 3. TERM. THE TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE ON WHICH YOUR SERVICE OR EQUIPMENT IS ACTIVATED. THIS AGREEMENT WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL YOU ARE NO LONGER RECEIVING SERVICES AND/OR EQUIPMENT.
- 4. Payment and Billing. You agree to pay to CenturyTel all invoiced charges (plus applicable taxes and regulatory charges regardless of whether they are required to be collected from the user) on the terms and within the time periods indicated on the billing invoice, or as provided for in this Agreement. Charges will begin to accrue at the time Services and/or Equipment have been activated and are due within thirty (30) days of the invoice date. If any amount due is received after the payment due date or in funds not immediately available on or before the payment due date, a late payment charge of up to 1.5% per month, or the maximum rate allowed by law, whichever is less, will be assessed. If Your check or other like instrument is dishonored by the depository institution on which it is drawn, We will also charge You a bad check charge not to exceed the maximum amount allowed by law. If You dispute the validity of a charge or need additional information regarding a charge, You must contact Us within forty-five (45) days of receiving the statement containing the charge. You acknowledge and agree that, subject to applicable law, We shall neither review for correction nor be liable for any invoiced charge unless You notify Us of Your dispute within that forty-five (45) day period. Such a dispute will not result in an automatic refund or credit of the disputed amount, and it will not relieve You of Your obligation to pay Your full bill on time. Should You file a timely dispute, We will review the dispute, and provide You with a credit or refund, should We find the dispute to be valid. We may, but are not required to, accept partial payments from You. If partial payments are accepted, they may be applied first to the oldest outstanding charges. If You send Us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, We may, but are not required to, accept them, without losing any of Our rights to collect all amounts owed by You under this Agreement. WE MAY CHANGE OU
- **Equipment.** Unless You and We specifically agree otherwise, Equipment installed by CenturyTel is Our property, and We have the right to access, maintain, remove, replace or take any other action in connection with the Equipment at any time for any reason.
- **Credit Inquiries, Credit Limits and Deposits.** You authorize Us to make inquiries and to receive information about Your credit experience from others, including credit reporting agencies, enter this information in Your file and disclose this information concerning You to appropriate third parties for reasonable business purposes. If it is determined that You may be a credit risk based on (a) an unsatisfactory credit rating or lack of credit history; (b) a record of late payments for either present or past bills (including Our bills); or (c) prior fraudulent, illegal, or abusive use of any of Our services; then as a condition of service We may require that You place a deposit with Us or make an advance payment to secure payment for the Services We provide to You. Your deposit and/or advance payment will not exceed the amount of any non-recurring charges to initiate service, plus the estimated recurring monthly charges for one (1) month of Service billed in advance, plus the estimated usage charges for two (2) months of Service billed in arrears, such as long-distance service. You may also be required to pay a security deposit for equipment obtained from Us. You will not receive interest on any advance payment, which will be applied to all subsequent bills until exhausted. You will receive interest on any deposit at the rate of seven percent (7%), which shall be added to and considered part of Your deposit or paid to You at Our option. If You fail to pay for the Services or Equipment when due, We may, without providing You notice, apply the deposit to offset the amount You owe Us. If there is a credit balance on Your account after the deposit is applied, We will refund or credit that amount to You. Please allow up to four (4) weeks for the processing of a refunded deposit. Based on Your payment history or Your credit score obtained from credit reporting agencies We may, subject to applicable law, set a credit limit on Your account at any time. If You exceed Your credit limit, We may, subject to applicable law, r
- 7. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY. SERVICES AND EQUIPMENT DESCRIBED HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. WITHOUT LIMITING THE FOREGOING AND TO THE EXTENT PERMITTED BY LAW, CENTURYTEL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SERVICES OR EQUIPMENT HEREIN REFERENCED. YOU AGREE THAT CENTURYTEL WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION, ANY LOSS OF REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES, EVEN IF CENTURYTEL HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. THE LIABILITY OF CENTURYTEL FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES OR EQUIPMENT (INCLUDING, WITHOUT LIMITATION, UNAUTHORIZED OR ERRONEOUS INCLUSION OR EXCLUSION OF LISTING OR DIRECTORY INFORMATION IN A DIRECTORY DATABASE, AND/OR THE PUBLISHING OR FAILURE TO PUBLISH, AS APPLICABLE, SUCH INFORMATION SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE CHARGES CENTURYTEL WOULD INVOICE TO YOU FOR AFFECTED SERVICES OR EQUIPMENT DURING THE PERIOD IN WHICH THE MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT OCCURS.

Approval of limitation of liability language by the Public Utilities Commission of Ohio does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

- 8. Indemnification. You agree to defend, indemnify, and hold harmless CenturyTel and its parent, subsidiaries, affiliates, and the officers, directors, employees, and agents of all such entities, from and against any and all liabilities, losses, demands, suits, judgments, causes of action, claims, costs, and expenses (including attorney's fees) caused by, arising from, or in any manner related to Your breach of this Agreement, or Your acts or omissions in general.
- 9. Termination. We may terminate this Agreement, and/or the Services and/or Equipment provided under this Agreement, without notice if We reasonably determine that You have breached any provision of this Agreement, or if We have any other good cause, including Our decision to elect to cease providing the Services and/or Equipment. If You have agreed to a fixed service term, should We terminate this Agreement due to Your breach of this Agreement, or if You terminate this Agreement without cause, You will be required to pay early termination charges equal to the recurring charges for the terminated Service(s) and/or Equipment multiplied by the number of months remaining in the Agreement.
- 10. DISPUTE RESOLUTION.

IT IS IMPORTANT THAT YOU READ THIS SECTION CAREFULLY. TO THE EXTENT ALLOWED BY LAW, IT PROVIDES FOR RESOLUTION OF DISPUTES (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY), THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. If the preclusion of class action in this Section 10 is unenforceable under the law of the state where You reside with respect to the claim presented, such unenforceability shall not affect the validity of any other provision of this Section 10.

TO THE EXTENT ALLOWED BY LAW, ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT (OTHER THAN ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE CENTURYTEL), INCLUDING ANY DISPUTE BASED ON ANY SERVICE OR ADVERTISING OF THE SERVICE RELATED THERETO, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, WHICH SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. §1-16. ANY QUESTION REGARDING WHETHER A PARTICULAR CONTROVERSY,

OR THE PROCEDURES THEREIN, IS SUBJECT TO ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR. YOU HAVE THE RIGHT TO BE REPRESENTED BY COUNSEL IN THE ARBITRATION. THE ARBITRATOR SHALL BE BOUND BY AND STRICTLY ENFORCE THE TERMS OF THIS AGREEMENT AND MAY NOT LIMIT, EXPAND OR OTHERWISE MODIFY THE TERMS OF THIS AGREEMENT IN CONDUCTING THE ARBITRATION AND MAKING ANY AWARD. THE ARBITRATION WILL BE BASED SOLELY ON THE WRITTEN SUBMISSIONS OF THE PARTIES AND THE DOCUMENTS SUBMITTED RELATING TO THE DISPUTE, UNLESS EITHER PARTY REQUESTS THAT THE ARBITRATION BE CONDUCTED USING THE TELEPHONIC, ON-LINE, OR IN-PERSON PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), FOR WHICH ADDITIONAL CHARGES MAY APPLY. ANY IN-PERSON ARBITRATION WILL BE CONDUCTED AT A LOCATION THAT THE AAA SELECTS IN THE STATE OF YOUR PRIMARY RESIDENCE. ARBITRATIONS UNDER THIS AGREEMENT SHALL BE KEPT CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

THE ARBITRATION OF ANY DISPUTE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL OR CONSUMER, AS APPLICABLE, ARBITRATION RULES AND FEE SCHEDULE OF THE AAA, AS MODIFIED BY THIS AGREEMENT. THE APPLICABLE AAA RULES SHALL BE THOSE RULES WHICH GOVERN THE AMOUNT AND TYPE OF DISPUTE INVOLVED AND WHICH ARE IN EFFECT ON THE DATE A DISPUTE IS SUBMITTED TO THE AAA. A COPY OF THE AAA'S ARBITRATION RULES IS AVAILABLE BY WRITING TO CENTURYTEL AT 100 CENTURYTEL DRIVE, MONROE, LA, 71203, ATTN.: LEGAL DEPARTMENT.

DISPUTES UNDER THIS AGREEMENT MAY NOT BE JOINED WITH ANOTHER PROCEEDING, INCLUDING ANY INDIVIDUAL OR CLASS LAWSUIT. THE ARBITRATOR MAY NOT AWARD, AND YOU AND CENTURYTEL WAIVE ANY CLAIMS FOR AWARDS FOR PUNITIVE OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR ANY DAMAGES THAT ARE BARRED BY THIS AGREEMENT, UNLESS SUCH DAMAGES ARE EXPRESSLY AUTHORIZED BY A RELEVANT STATUTE. ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS (2) AFTER THE DATE THE BASIS FOR THE DISPUTE OR CLAIM FIRST ARISES, OR WITHIN SUCH OTHER TIME PERIOD AS MAY BE PRESCRIBED BY RELEVANT STATUTE. BEFORE EITHER PARTY TAKES A DISPUTE TO ARBITRATION, SUCH PARTY MUST FIRST ATTEMPT TO RESOLVE THE DISPUTE BY CONTACTING THE OTHER PARTY. TO DO THIS YOU SHOULD CONTACT THE CUSTOMER SERVICE NUMBER ON YOUR CENTURYTEL BILL, OR WRITE TO US AT THE ABOVE ADDRESS OR CONTACT US THROUGH THE WEB AT WWW.CENTURYTEL.COM, SELECTING "CONTACT US", THEN, AS APPLICABLE, SELECTING "RESIDENTIAL," "BUSINESS" OR "BILLING," AND THEN "COMPLAINTS." IF WE ARE NOT ABLE TO SATISFACTORILY RESOLVE THE DISPUTE WITHIN SIXTY (60) CALENDAR DAYS FROM THE DATE OF THE INITIAL NOTIFICATION OF THE DISPUTE, EITHER PARTY MAY CONTACT THE AAA IN WRITING AT AAA SERVICE CENTER, 2200 CENTURY PARKWAY, SUITE 300,ATLANTA, GA 30345-3203 (TELEPHONE: 404-325-0101; FAX: 404-325-8034) AND REQUEST ARBITRATION.

THE AAA'S FILING FEE AND ADMINISTRATIVE EXPENSES FOR A DOCUMENT ARBITRATION WILL BE ALLOCATED ACCORDING TO THE RULES OF THE AAA, EXCEPT, AS STATED HEREIN, FOR CLAIMS OF LESS THAN \$10,000, CENTURYTEL WILL PAY ALL OF THE AAA'S COSTS AND FEES OTHER THAN A FILING FEE OF \$20, WHICH YOU MUST PAY. FOR CLAIMS BETWEEN \$10,000 AND \$75,000, CENTURYTEL WILL PAY ALL OF THE AAA'S COSTS AND FEES, EXCEPT THAT YOU WILL PAY A FEE TO THE AAA OF NO MORE THAN \$375. IF YOU ELECT AN ARBITRATION PROCESS OTHER THAN A DOCUMENT ("DESK") OR TELEPHONE ARBITRATION, YOU MUST PAY YOUR ALLOCATED SHARE OF ANY HIGHER ADMINISTRATIVE FEES AND COSTS FOR THE PROCESS YOU SELECT.

ADDITIONAL INFORMATION ABOUT THE AAA'S RULES AND POLICIES IS AVAILABLE AT THE AAA'S WEBSITE, <u>WWW.ADR.ORG</u>, INCLUDING INFORMATION REGARDING THE AVAILABILITY OF A *PRO BONO* ARBITRATOR AND/OR A WAIVER OR DEFERMENT OF FEES AND EXPENSES FROM THE AAA. SUBJECT TO APPLICABLE SUBSTANTIVE LAW THAT MAY PROVIDE OTHERWISE, EACH PARTY WILL PAY ITS OWN EXPENSES TO PARTICIPATE IN THE ARBITRATION, INCLUDING ATTORNEYS' FEES AND EXPENSES RELATED TO THE PRESENTATION OF EVIDENCE, WITNESSES, AND DOCUMENT PRODUCTION. IF YOU PREVAIL IN THE ARBITRATION, YOUR ARBITRATION FILING FEE WILL BE REIMBURSED BY CENTURYTEL. IF WE PREVAIL IN THE ARBITRATION, AND WE SHOW THAT YOU ACTED IN BAD FAITH IN BRINGING YOUR CLAIM AGAINST US, THEN WE MAY SEEK TO RECOVER THE AAA'S FEES AND REASONABLE EXPENSES OF THE ARBITRATION FROM YOU. IF ANY PROVISION OF THIS DISPUTE RESOLUTION SECTION IS DETERMINED TO BE UNENFORCEABLE, THEN THE REMAINDER SHALL BE GIVEN FULL FORCE AND EFFECT.

EVERY ARBITRATION AWARD SHALL BE CONCLUSIVE AND BINDING WITH RESPECT TO ITS SUBJECT MATTER AND MAY BE ENFORCED IN ANY MANNER PERMITTED BY LAW. THIS SECTION 10 SHALL NOT APPLY TO ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE CENTURYTEL.

- 11. Miscellaneous. (a) This Agreement and all performances and claims of every nature (including without limitation, contract, tort and strict liability) relating in any way to the Agreement, Services, Equipment or acts taken (or not taken) by Us, shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law provisions. Any dispute arising between You and Us that is not within the scope of Section 10 must be litigated in the state or federal courts sitting in Franklin County, Ohio. You consent to the jurisdiction of those courts, waive any claim or defense that they are not convenient, and consent to service of process by any means authorized by Ohio or federal law. Nothing in this Section 11(a) shall be interpreted as modifying any arbitration provision or other provision of Section 10. (b) CenturyTel will be excused from performance hereunder for any period, to the extent that it is prevented from such performance, in whole or in part, as a result of delays caused by an act of God or other cause beyond CenturyTel's control. (c) For purposes of calculating usage-sensitive charges, the duration of each telephone call shall be rounded up to the nearest minute for residential customers, and to the nearest six second increment (with a thirty second minimum) for business customers. (d) This Agreement, together with the incorporated terms referenced in Section 13 below and with the consent to be bound by this Agreement provided to Us in connection with orders made by telephone, constitutes the entire agreement of the parties with respect to the Services and/or Equipment referred to in the preamble, above, and cannot be amended or modified except in a writing signed by the parties.
- 12. Severability. In the event any reviewing court or agency determines that any provision in this Agreement (including any sentence or sentences within a Section) is invalid or unenforceable, then that provision or sentence(s) shall be stricken from this Agreement and the remainder shall be given full force and effect; provided, however, that if any of Sections 2, 4, 6, 7, 8, 11 or 13 or any part thereof is stricken or altered, then this Agreement shall terminate.
- 13. INCORPORATED TERMS AND CONDITIONS. As used in this Agreement, "Regulated Services" means telecommunications services that are subject to the jurisdiction of the Public Utilities Commission of Ohio ("PUCO"), even if the services are not tariffed. This Agreement includes all terms and conditions contained in each applicable CenturyTel Price List as amended from time to time ("Price List") which are available at www.centurytel.com/tariffs and are incorporated herein by this reference. For customers who are used to consulting tariffs, each Price List is formatted like a tariff, BUT FOR PURPOSES OF THIS AGREEMENT IT IS A LIST OF ADDITIONAL TERMS AND CONDITIONS THAT WILL APPLY IF YOU PURCHASE SERVICES COVERED BY THE PRICE LIST. When a change to this Agreement includes an amendment to a Price List, we will post the change to the Price List in a manner similar to the way We post changes to Our tariffs. You may check for these changes at www.centurytel.com or contact Us at (800) 201-4099. If You would like a copy of a Price List, You may contact us at (800) 201-4099. If there is a conflict between a provision set forth in Sections 1 through 14 of this Agreement and a provision in a Price List, the provision in Sections 1 through 14 of this Agreement will control. THIS AGREEMENT ALSO APPLIES TO SERVICES THAT ARE NOT REGULATED SERVICES, AND THAT ARE NOT SUBJECT TO THE JURISDICTION OF THE PUBLIC UTILITIES COMMISSION OF OHIO ("PUCO"), INCLUDING, BUT NOT LIMITED TO, INTERSTATE LONG DISTANCE SERVICE, INTERNET SERVICES, TELEVISION SERVICES AND SECURITY SERVICES.
- 14. CANCELLATION OF SERVICES BY YOU. SUBJECT TO THE FOLLOWING, YOU MAY CANCEL ALL OR A PORTION OF THE SERVICES TO WHICH YOU SUBSCRIBE BY DISCONTINUING ALL USE OF THE SERVICES YOU WISH TO CANCEL AND PLACING A DISCONNECT ORDER WITH CENTURYTEL BY CALLING THE CUSTOMER SERVICE NUMBER ON YOUR BILL. YOU WILL BE RESPONSIBLE FOR ALL USAGE CHARGES AND THE PRO RATA PORTION OF ALL MONTHLY RECURRING CHARGES INCURRED PRIOR TO CANCELLATION AND, IF APPLICABLE, EARLY TERMINATION LIABILITY. IF YOU CONTINUE TO SUBSCRIBE TO, USE OR PAY FOR OTHER SERVICES, THIS AGREEMENT WILL CONTINUE IN EFFECT FOR THOSE SERVICES UNTIL CANCELLED BY YOU. YOU ARE RESPONSIBLE FOR CONTACTING US TO DISCONNECT A SERVICE THAT YOU NO LONGER WANT. EARLY TERMINATION LIABILITY, IF APPLICABLE, IS SET FORTH IN THE APPLICABLE CENTURYTEL PRICE LIST. INCLUSION OF EARLY TERMINATION LIABILITY BY CENTURYTEL IN THIS AGREEMENT OR ITS PRICE LIST DOES NOT CONSTITUTE A DETERMINATION BY THE PUBLIC UTILITIES COMMISSION OF OHIO ("PUCO") THAT THE TERMINATION LIABILITY IMPOSED BY CENTURYTEL IS APPROVED OR SANCTIONED BY THE PUCO. CUSTOMERS ARE FREE TO PURSUE THE LEGAL REMEDIES THEY HAVE PURSUANT TO THIS AGREEMENT (SEE SECTIONS 7 AND 10) SHOULD A DISPUTE ARISE.
- 15. Contact Information. You may contact us at (800) 201-4099 (hearing impaired: (800) 750-0750). You may also visit CenturyTel online at www.centurytel.com or contact us by mail at:

Customer Service inquiries:

CenturyTel Attn: Customer Service 100 CenturyTel Drive Monroe, Louisiana 71203 Billing inquiries:

CenturyTel Attn: Billing Box 4300 Carol Stream, IL 60197-4300

Important Notice to our Valued CenturyTel Customers

Due to a change in Ohio regulations, beginning April 2, 2008, certain CenturyTel business and long distance services will no longer be provided under tariffs, which are documents CenturyTel files with the Public Utilities Commission of Ohio that contain terms, conditions and prices for many of CenturyTel's services. The services that CenturyTel will no longer provide under tariffs include, but are not limited to, intrastate (in-state) long distance service, business accounts with four or more lines, Centrex services, private branch exchange (PBX) trunks, advanced digital services, primary rate interface (PRI) service, certain optional service features such as caller ID name and number, call forwarding and call return, packages and bundles of services containing business optional services, and other optional business services. A complete list of these "detariffed" services may be viewed online at at www.centurytel.com/tariffs (select "Ohio" at this Web site, and then select "Detariffed Services Price List"). The provisions of the Detariffed Services Price List are incorporated into the End User Agreement included in this mailing. You may also request information relating to detariffed services by calling CenturyTel at (800) 201-4099 (for business customers with one to three lines) or (800) 201-4102 (for business customers with four or more lines), or by writing to us at the Customer Service address shown below.

Beginning April 2, 2008, CenturyTel will be providing these detariffed services through CenturyTel's End User Agreement, included in this mailing. You can also review the End User Agreement online at www.centurytel.com/tariffs (select "Ohio" at this Web site, and then select "Ohio End User Agreement"). When the End User Agreement takes effect on April 2, 2008, it will not change the type of services that you are receiving or the price of those services. The End User Agreement will apply automatically on April 2, 2008, and you do not need to do anything if you wish to continue to receive your CenturyTel services under the End User Agreement. For your convenience, we will continue the detariffed services you currently receive from CenturyTel under your End User Agreement. That way you do not need to re-order your detariffed services, but can simply agree to the End User Agreement, which will include these services. Also, if you currently have a separate written contract with CenturyTel, that existing contract will continue in accordance with its terms.

Below are some of the important terms and conditions of CenturyTel's End User Agreement. However, other terms and conditions in the End User Agreement are also important, so you should review the entire End User Agreement (please review both sides).

- The terms and conditions of CenturyTel's End User Agreement will change from time to time. The End User Agreement gives CenturyTel the right to make changes, including (without limitation) changes in services, terms, conditions and prices in our good faith discretion. However, we will typically provide you with at least fifteen (15) days notice prior to the effective date of any new version of the End User Agreement that contains subsequent changes (other than notice of price decreases, or price increases related to government-imposed taxes or fees).
- The CenturyTel End User Agreement is governed by Ohio law and venue, and includes, among other important terms and conditions that you should review, a

disclaimer of warranties, a limitation of liability, a mandatory arbitration provision (which precludes a civil lawsuit to the extent lawful) in which we agree to pay for your filing fee in some instances, and a provision that prohibits class actions to the extent lawful.

If your services include CenturyTel's interstate long distance service, that service will be provided under applicable CenturyTel long distance price lists and service and pricing guides, in addition to the terms and conditions of the End User Agreement and applicable terms and conditions for detariffed services (price lists and service and pricing guides for CenturyTel's intrastate and interstate long distance services may be viewed online by selecting "Long Distance Rate Information" at www.centurytel.com/tariffs). If your services include CenturyTel's Internet service, that service will be provided under the terms and conditions applicable to CenturyTel's Internet service, in addition to the terms and conditions of the End User Agreement.

CenturyTel looks forward to providing detariffed services to you under the End User Agreement, and you do not need to do anything in order to continue receiving your existing detariffed services—they will automatically be provided to you under the End User Agreement beginning April 2, 2008. However, if you do not want to purchase CenturyTel's detariffed services under the End User Agreement, you must cancel these services before April 2, 2008. IF YOU DO NOT CANCEL YOUR CENTURYTEL DETARIFFED SERVICES BEFORE APRIL 2, 2008, OR IF YOU USE ANY OF THESE SERVICES ON OR AFTER APRIL 2, 2008, THAT WILL BE YOUR AGREEMENT TO ALL TERMS AND CONDITIONS OF THE END USER AGREEMENT. IF YOU DO NOT WANT TO AGREE TO THE END USER AGREEMENT, YOU MUST CANCEL YOUR CENTURYTEL DETARIFFED SERVICES. YOU MAY CALL CENTURYTEL AT (800) 201-4099 (FOR BUSINESS CUSTOMERS WITH ONE TO THREE LINES) OR (800) 201-4102 (FOR BUSINESS CUSTOMERS WITH FOUR OR MORE LINES) IF YOU WISH TO CANCEL YOUR SERVICES.

You may also contact us by mail at:

Customer Service inquiries:

Billing inquiries:

CenturyTel
Attn: Customer Service
100 CenturyTel Drive
Monroe, Louisiana 71203

CenturyTel
Attn: Billing
P.O. Box 4300
Carol Stream, IL 60197-4300

If you have a complaint that is not resolved after you have called our Customer Service center, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) for assistance toll free at 1-800-686-7826 or for TTY at 1-800-686-1570 toll free from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.puco.ohio.gov.

Thank you for choosing CenturyTel as your communications, high-speed Internet and entertainment provider.

CenturyTel Solutions, LLC

EXHIBIT E

Customer Notice

Bill Message Req ID#: 6792

Bill Message Description: Ohio Detariffing Message T Companies/States

Impacted: T120 OH Dates to Run (Duration): 2/22/08-3/21/08

Beginning April 2, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by CenturyTel of Ohio, Inc., will no longer be on file at the Public Utilities Commission of Ohio (PUCO). Services affected by this change include, but are not limited to, intrastate long distance services, Centrex services, PBX trunks, advanced digital services, PRI, certain optional service features, such as Caller ID Name and Number, Call Forwarding and Call Return, packages and bundles of services containing business optional services, and other optional business services. This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. CenturyTel must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings in an online price list at centurytel.com or you can request a copy of this information by contacting us at 1-800-201-4102 or by mail at P.O. Box 4065, Monroe, LA 71211-4065. Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions. If you have any questions about this matter, please call CenturyTel at 1-800-201-4102 or visit us at centurytel.com.

CenturyTel Solutions LLC

EXHIBIT F

Customer Notice Affidavit

CUSTOMER NOTICE AFFIDAVIT

STATE OF:

LOUISIANA

PARISH OF:

OUACHITA

AFFIDAVIT

I, Chantel Mosby, am an authorized agent of the applicant corporation, CenturyTel Solutions, LLC, and am authorized to make this statement on its behalf. I attest that the Customer Notice accompanying this affidavit was sent to affected customers via bill message beginning on February 22, 2008 in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 1, 2008 Monroe, Louisiana (Date) (Location)

/s/ Charta Marly, Directa-Tariffer Carphance (Name and title)

> April 1, 2008 (Date)

Notary Public

My Commission Expires:

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/2/2008 11:47:13 AM

in

Case No(s). 90-9330-TP-TRF, 08-0402-TP-ATA

Summary: Tariff Application to Detariff Non-Residential Tier 2 services. electronically filed by Mrs. Vickie Norris on behalf of CenturyTel Solutions, LLC