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April 2, 2008

Via E-Filing

Ms. Renée Jenkins, Commission Secretary  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 13<sup>th</sup> Floor  
Columbus, Ohio 43215

**RE: Case No. 08-339-TP-ATA**  
**Time Warner Telecom of Ohio, LLC – Interexchange Replacement Tariff**  
**Application to Detariff Certain Tier 2 Services**

Dear Ms. Jenkins:

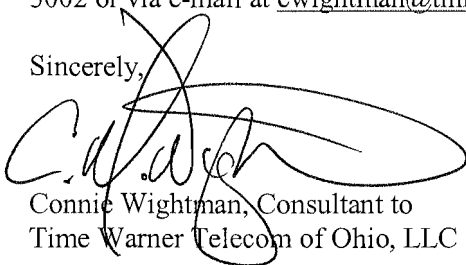
In compliance with Case No. 06-1345-TP-ORD enclosed for filing please find a PDF version of the Application to Detariff Certain Tier 2 Services and to make other changes related to the implementation of the Case No. 06-1345-TP-ORD, submitted on behalf of Time Warner Telecom of Ohio, LLC. In accordance with Rule 4901:1-05(g), certain Tier 2 Services have been deleted from the proposed replacement Tariff which is now available on the Company's website at: [www.twtelecom.com](http://www.twtelecom.com). A copy of the Non-Residential customer notice has been sent to [telecomm-Rule16@puc.state.oh.us](mailto:telecomm-Rule16@puc.state.oh.us) on the same date the notices were sent to the Company's Customers.

The Company is submitting a replacement tariff to incorporate the changes regarding detariffing and also adds language proposed by the Commission that updates the Billing and Collection of Charges and the Commission information for disputed bills. This Replacement Tariff, PUCO No. 7 cancels and replaces Tariff, PUCO No. 3 in its entirety. The following documents are included with this filing:

1. Application Form for Detariffing and Related Actions
2. Exhibit A - Superseded Tariff (P.U.C.O. No. 3)
3. Exhibit B - Proposed Replacement Tariff (P.U.C.O. No. 7)
4. Exhibit C – Summary of Changes
5. Exhibit D – Customer Notice
6. Exhibit E – Customer Notice Affidavit

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3002 or via e-mail at [cwrightman@tminc.com](mailto:cwrightman@tminc.com). Thank you for your assistance.

Sincerely,



Connie Wightman, Consultant to  
Time Warner Telecom of Ohio, LLC

CW/bc

Enclosures

cc: Tammy Chatfield, Time Warner Telecom  
file: Time Warner Telecom - OH -IXC  
tms: OH0803

*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 ) TRF Docket 90 - 9011 **TP** - **TRF**  
Time Warner Telecom of Ohio, LLC ) Case No. 08 - 339 **TP** - **ATA**  
To Detariff Certain Tier 2 Services and make other changes ) **NOTE: Unless you have reserved a Case No. leave the "Case No"**  
related to the Implementation of Case No. 06-1345-TP-ORD ) fields **BLANK**

Name of Registrant(s) Time Warner Telecom of Ohio, LLC  
DBA(s) of Registrant(s) \_\_\_\_\_  
Address of Registrant(s) 4625 West 8<sup>th</sup> Street, Suite 500, Indianapolis, Indiana 46268  
Company Web Address www.twtelecom.com  
Regulatory Contact Person(s) Connie Wightman Phone 407-740-8575 Fax 407-740-0613  
Regulatory Contact Person's Email Address cwightman@tminc.com  
Contact Person for Annual Report Pamela Sherwood Phone 317-713-8977 Fax 317-713-8923  
Address (if different from above) Same as above  
Consumer Contact Information Pamela Sherwood Phone 1-800-565-8982  
Address (if different from above) Same as 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	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Part II – Exhibits**

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

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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: <ul style="list-style-type: none"> <li>citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or</li> <li>copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).</li> </ul>
<input checked="" type="checkbox"/>	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).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

**Part III. – Attestation**

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I am an officer/agent of the applicant corporation, Time Warner Telecom of Ohio, LLC (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.

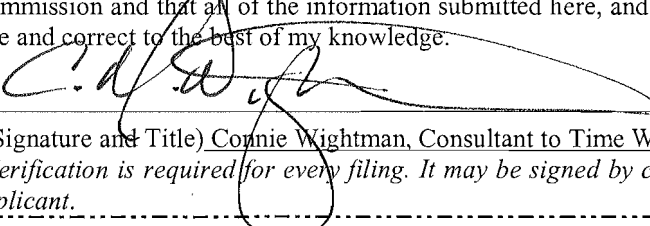
Executed on (Date) April 2, 2008 at (Location) 2600 Maitland Center Parkway, Suite 300, Maitland, Florida 32751

  
\*(Signature and Title) Connie Wightman, Consultant (Date) April 2, 2008  
to Time Warner Telecom of Ohio, LLC

- *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, Connie Wightman, 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) Connie Wightman, Consultant to Time Warner Telecom of Ohio, LLC (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**

***Or***

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

TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT A

EXISTING AFFECTED TARIFF PAGES

INTERLATA TOLL  
COMMUNICATIONS SERVICES TARIFF

REGULATIONS, SCHEDULE OF RATES, AND CHARGES  
APPLICABLE TO INTERLATA TOLL  
COMMUNICATIONS SERVICES FURNISHED BY  
Time Warner Telecom of Ohio, L.L.C.

(T)

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Issued:	March 16, 2004	Effective:	March 17, 2004
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Issued By: Pamela Sherwood  
Vice President-Regulatory Midwest  
4625 West 86<sup>th</sup> St., Suite 500  
Indianapolis, Indiana 46268

Case No. 04-\_\_\_\_-TP-\_\_\_\_

OH00404

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EXECUTIVE OVERVIEW

Pursuant to this tariff, Time Warner Telecom of Ohio, L.L.C. offers rates and terms for the provision of interLATA toll services in the State of Ohio. Customers will have the option, where available, to combine toll service with local calling as set out in the Company's Exchange Service Tariff, P.U.C.O. No. 4. (T)

To the extent facilities are available, services offered under this tariff are provided by the Company on an On-Net basis. Unless otherwise noted, pricing for services offered under this tariff reflect the On-Net price for such services. Where service is provided on an Off-Net basis, additional charges may apply.

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### EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

C - To signify changed regulation.

D - To signify discontinued rate or regulation

I - To signify increased rate.

M - To signify text moved to another location.

N - To signify new regulation or text.

R - To signify decrease in rate.

T - To signify a change in text.

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#### PRINCIPAL OFFICES

Time Warner Telecom maintains offices at the following locations:

One Dayton Centre  
One South Main St.  
Suite 840  
Dayton, OH 45402

1125 Chambers Rd.  
Columbus, OH 43212

11252 Cornell Park Dr.  
Cincinnati, OH 45242

This tariff is available for public inspection at the above addresses during regular business hours.

#### APPLICATION OF TARIFF

This tariff applies to Two Point Long Distance Service within the State of Ohio.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

## 1.0 DEFINITIONS

8XX - A long distance call where the charges are incurred by the party receiving the call.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Commission - Public Utilities Commission of Ohio.

Company or Carrier - Time Warner Telecom of Ohio, L.L.C. unless otherwise clearly indicated by the context. (T)

Company Calling Card: A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Company to place telephone calls and to have the charges for such calls billed to the Customer's account.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with Company's tariff.

Dedicated Long Distance - The direct dial service over the Company's carrier's digital network via a DS1 connection between the Company's switch and the carrier's nearest hub.

End User - A Customer or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS *continued*1.0 DEFINITIONS *continued*

Integrated Business Line Service – Service provided to Customer that allows the grouping of rate components to meet a Customer's specific needs.

LATA - Local Access Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company.

Off-Net – Service provided by the Company that is carried in part on the Company's network.

On-Net – Service provided by the Company that is carried entirely on the Company's network.

Station: The term "station" denotes the network control signaling unit and any other equipment provided at the customer's premises which enables a Customer to establish communications connections and to effect communications through such connections.

Station-to-Station: Two Point Service is that service where the person originating the call from other than a public or semipublic coin telephone dials the telephone number desired and the call is completed without the assistance of a Company operator and the call is not billed to a number other than the originating number.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS *continued*

1.0 DEFINITIONS *continued*

Subscriber - The person, firm, Customer, corporation or other entity that arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others under the provisions and terms of this tariff.

Switched Services - Services provided to Customers that utilize Time Warner switching equipment or Access Service for the origination of interLATA toll calls.

Switchless Services - Services provided to Customers that utilize another carrier's switching equipment or Access Service for the origination of interLATA toll calls.

Terminating Direct: An 8XX service whereby traffic is terminated to the customer location via a company owned or leased dedicated circuit.

VersiPak: Service offered by the Company that allows the grouping of rate components to meet a Customer's specific needs.

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SECTION 2 - GENERAL REGULATIONS

2.0 GENERAL REGULATIONS

Please refer to the Company's Local Exchange Services Tariff, P.U.C.O. Tariff No. 4, for all applicable Rules and Regulations.

2.1 UNDERTAKING OF COMPANY

The Company is a resale common carrier providing interLATA long distance service within the State of Ohio. The service can be provided via a switched or switchless environment.

2.2 PRIORITY OF SERVICE

In case a shortage of facilities exists at any time either for temporary or protracted periods, the furnishing of Long Distance Message Toll Service will be furnished, in all cases, pursuant to any applicable federal or state prioritization requirements.

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SECTION 2 - GENERAL REGULATIONS *continued*

## 2.3 LIMITATIONS ON LIABILITY

## 2.3.1 Indemnification by Customer

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: (1) all other claims arising out of any act or omission of the Customer or any person utilizing the Customer's codes, services, or facilities, with or without the consent or knowledge of the Customer; (2) all claims, demands, losses or liabilities including, but not limited to, fees and expenses of counsel arising out of any damage to business property, or injury to, or death of any person, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer.

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SECTION 2 - GENERAL REGULATIONS *continued*2.3 LIMITATIONS ON LIABILITY *continued*

## 2.3.2 Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-provided equipment or premises wire.

## 2.3.3 Use of Facilities of Other Companies

When the facilities of other Companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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SECTION 2 - GENERAL REGULATIONS *continued*2.3 LIMITATIONS ON LIABILITY *continued*

## 2.3.4 Liability of the Company

No liability of any nature whatsoever, including but not limited to consequential damages, shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, or its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or nonregulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) in the absence of gross negligence or willful misconduct.

The Company is not liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or its agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees.

The Company will not be liable under any circumstances for any act, omission, error, mistake, interruption or delay of any person or entity owning telecommunications facilities used by the Customer in conjunction with the Company's service; or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer.

The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by acts of God, war, fire, riots, government authorities, or other causes beyond the Company's control.

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SECTION 2 - GENERAL REGULATIONS *continued*2.3 LIMITATIONS ON LIABILITY *continued*

Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld by a court of law. Approval by the Commission merely recognizes that since it is the 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.

## 2.4 USE

- 2.4.1 Service is provided for use by the customer and may be used by others when so authorized by the customer, provided that all such usage shall be subject to the provisions of this tariff, and shall not affect the customer's responsibility for all payments required under this tariff.

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SECTION 2 - GENERAL REGULATIONS *continued*2.4 USE *continued*

## 2.4.2. Use of Service for Unlawful Purposes

Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law, or if the Company receives other evidence that such service is or will be used for such purposes.

## 2.4.3 Use of Service With Customer-Provided Equipment

Customer-provided terminal equipment and communications systems may be connected to exchange facilities of the Company subject to the regulations, rates and changes applicable to the facilities as provided for in the Company's Tariffs.

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SECTION 2 - GENERAL REGULATIONS *continued*

## 2.5 CUSTOMER TERMINAL EQUIPMENT AND CHANNELS

## 2.5.1 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. The Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations shall register all such terminal equipment and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

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SECTION 2 - GENERAL REGULATIONS *continued*2.5 CUSTOMER TERMINAL EQUIPMENT AND CHANNELS *continued*

## 2.5.2 Inspections

The Company's facilities and service must be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

If harm to the Company's network, personnel or services are imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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SECTION 2 - GENERAL REGULATIONS *continued*

## 2.6 LIABILITY FOR CALLING CARD FRAUD

The Customer is liable for the unauthorized use of the company's facilities, equipment, and services obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.

The Customer's liability for unauthorized use shall not exceed the lesser of \$50 or the amount of services obtained by unauthorized use prior to notification to the Company. Notwithstanding the foregoing, in situations where the Company issues 10 or more calling cards to a customer for use by its employees, the Company and the Customer may agree on the Customer's liability for unauthorized use on a case-by-case basis without regard to this subsection.

The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, written notice shall be sent to the Company's principal office as designated herein and will be effective when received, and oral notice shall be made by contacting a Company representative at the Company's listed telephone number.

The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of the Company Calling Cards assigned to the Customer. In addition, the Company may, but is not required to, block calls on a Company Calling Card personal identification number which the Company believes to be unauthorized or fraudulent.

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SECTION 2 - GENERAL REGULATIONS *continued*

## 2.7 PAYMENT ARRANGEMENTS

## 2.7.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

## A. Taxes

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

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

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SECTION 2 - GENERAL REGULATIONS *continued*2.7 PAYMENT ARRANGEMENTS *continued*

## 2.7.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 2 - GENERAL REGULATIONS *continued*2.7 PAYMENT ARRANGEMENTS *continued*2.7.2 Billing and Collection of Charges (*cont'd*)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If the Company receives any portion of the payment after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within 30 days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F. Objections to billed charges must be reported to the Company within eighteen (18) months of receipt of billing. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-565-8982. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate. (T)

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

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

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SECTION 2 - GENERAL REGULATIONS *continued*2.7 PAYMENT ARRANGEMENTS *continued*2.7.2 Billing and Collection of Charges *continued*

- G. If service is disconnected by the Company and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, restoration of service will be subject to restoration charges.

## 2.7.3 Discontinuance of Service for Cause

1. The Company will notify, or attempt to notify, a Customer before service is refused or disconnected when any of the following conditions exist:

All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

1. A violation of or noncompliance with the Commission's then-current regulations governing services supplied by the Company;
  2. A violation of or noncompliance with the Company's rules or tariffs on file with the Commission;
  3. A failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services; or
  4. A refusal by the Customer to permit Company access to its facilities or equipment.
- B. The Company will notify, or attempt to notify, the Customer before service is disconnected when the Customer has committed a fraudulent practice as set forth and defined in this tariff. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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SECTION 2 - GENERAL REGULATIONS *continued*2.7 PAYMENT ARRANGEMENTS *continued*2.7.3 Discontinuance of Service for Cause *continued*

3. No notice is required to disconnect or refuse service in the following instances:
  1. When an emergency may threaten the health or safety of a person or the network. If service is disconnected, the Company shall act promptly to assure restoration of service as soon as possible;
  2. In the event of a Customer's use of telecommunications equipment in such a manner as to adversely affect the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
  3. In the event of tempering with any facilities or equipment furnished and owned by the Company.
4. Service may be discontinued for payments that are past due as specified on the bill. Payment due dates will be at least fourteen days from the date of the postmark of the bill. Written notice will be sent prior to discontinued at least seven days prior to the date of discontinuation of service. Exceptions and notice requirements will comply with Commission rules and orders in effect at the time.
- E. Upon the Company's discontinuance of service to the Customer under this tariff, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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SECTION 2 - GENERAL REGULATIONS *continued*2.7 PAYMENT ARRANGEMENTS *continued*2.7.3 Discontinuance of Service for Cause *continued*

- F. The Customer is responsible for providing adequate access lines to enable the Company to terminate all 8XX Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 8XX Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 8XX Toll Free Service, with thirty (30) days written notice.

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SECTION 2 - GENERAL REGULATIONS *continued*2.7 PAYMENT ARRANGEMENTS *continued*

## 2.7.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

## 2.7.5 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.7.5 A through 2.7.5 C will be calculated and applied on a case-by-case basis.

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SECTION 2 - GENERAL REGULATIONS *continued*2.7 PAYMENT ARRANGEMENTS *continued*

## 2.7.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

## 2.7.7 Returned Item Charge

A charge will be assessed for any check or other form or payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank of financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

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Minimum	Maximum
\$12.50	\$50.00

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SECTION 2 - GENERAL REGULATIONS *continued*2.7 PAYMENT ARRANGEMENTS *continued*

## 2.7.8 Suspension of Service for Nonpayment

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The Company may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, the Company 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 Public Utilities Commission of Ohio's (PUCO) rules, or
- (b) the Company, exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or
- (c) the Company attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved tariff.

When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select the Company as its 1+ carrier of choice, the Company may, subject to its tariffed toll deposit policies and the Commission's rules on establishment of service (See Rules 4901:1-5-14 and 4901:1-5-15, Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5-14 (A)(3), O.A.C., but the Company may negotiate a lower deposit.

*Material now found on this page as previously located on Page 5.9.*

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SECTION 2 - GENERAL REGULATIONS *continued*2.7 PAYMENT ARRANGEMENTS *continued*2.7.8 Suspension of Service for Nonpayment *continued*

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

Upon payment by the Customer of all past due toll debt to the toll provider or to the Company acting on behalf of the toll provider, the Company will notify the Customer's local carrier that the block can be lifted and all 1+ dialing capabilities, including 10-XXX, will be restored.

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*Material now found on this page was previously located on Page 5.9.1.*

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SECTION 2 - GENERAL REGULATIONS *continued*

## 2.8 CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

## 2.8.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished or, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

## 2.8.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance Rule 4901:1-170-05 of the Ohio Administrative Code. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus 30% of the monthly estimated charge for a specified Customer or; two (2) month's charges for a service or facility which has a minimum payment period of one month.

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SECTION 2 - GENERAL REGULATIONS *continued*2.8 CUSTOMER DEPOSITS AND ADVANCE PAYMENTS *continued*2.8.2 Deposits *cont'd.*

- B. A deposit may be required in addition to an advance payment.
- C. Upon discontinuance of service, the Company, within forty-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- D. Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:17-05 of the Ohio Administrative Code Deposits held for less than 180 days will not accrue interest.

## 2.9 INDIVIDUAL CASE BASIS ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, term or condition not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the PUCO.

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SECTION 2 - GENERAL REGULATIONS *continued*

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SECTION 2 - GENERAL REGULATIONS *continued*

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SECTION 2 - GENERAL REGULATIONS *continued*

## 2.10 AUTOMATIC NUMBER IDENTIFICATION

## 2.10.1 Regulations

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

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.

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SECTION 2 - GENERAL REGULATIONS *continued*

2.10 AUTOMATIC NUMBER IDENTIFICATION *continued*

2.10.1 Regulations *continued*

- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

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SECTION 2 - GENERAL REGULATIONS *continued*

## 2.11 NEGOTIATED RATES AND COMPETITIVE DISCOUNTS

Customized service packages at Negotiated Rates or Competitive Discounts may be furnished on a case-by-case basis in response to request by Customers of the Company for proposals or for competitive bids. Service offered under this Tariff provision will be provided to Customers pursuant to contract.

Competitive Discounts are available to Customer purchasing services with a contract period of 24 months or greater. Competitive Discounts shall not exceed 30%.

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Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. Specialized rates or charges will be made available to similarly-situated Customers on a nondiscriminatory basis. The Company will consider the following factors when establishing special pricing arrangements: (1) the LATA in which the Customer is located; (2) the horizontal and vertical distance from the central office to the Customer's premises; (3) the availability and location of the network facilities; (4) the type of service; (5) the price of the service; (6) the number of lines (circuits) being used; and (7) the length of the contract terms.

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SECTION 2 - GENERAL REGULATIONS *continued*

## 2.12 SERVICE LEVEL STANDARDS AND CREDIT ALLOWANCES FOR SERVICE INTERRUPTION

## 2.12.1 Service Level Standards

The Company offers the following service level standards for long distance facilities:

Criterion	Definition	Standard	
Dial Tone Delay	The specific time between Customer's going off-hook and the receipt of dial tone from the service telephone central office	2.0 seconds maximum	
Post Dial Delay	The time from when the last digit is dialed to the moment the phone rings at the receiving location	2.0 seconds maximum	
Noise	Unwanted electrical signals introduced into the telephone lines by circuit component or natural disturbances which tend to degrade the performance of the line.	17 dBmC maximum	
Signal Loss	The diminishment of the signal level strength resulting in decay and quality of the call and signaling	3 dB maximum	
Minimum Loop Current	Minimum level of current between the originating and terminating locations of a call required to support accurate signaling on the call.	23 mA	(T)
Grade of Service	The probability that an attempted call will receive a busy signal, expressed as a decimal fraction. This factor is applicable only to the Company's network and not to any portions of the underlying network provided by another telephone service carrier.	P.01 or better	

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SECTION 2 - GENERAL REGULATIONS *continued*2.12 SERVICE LEVEL STANDARDS AND CREDIT ALLOWANCES FOR SERVICE INTERRUPTION *continued* (N)2.12.1 Service Level Standards *continued*

Criterion	Definition	Standard
Change of RespOrg	The transition of management and administration of a Customer's 8XX telephone number records in the 8XX Service Management System. This standard is applicable when a Customer transfers 8XX telephone number service from one carrier to another.	10 days maximum

## 2.12.2 Calculation of Credit for Service Interruption

The Company guarantees that voice services shall have a minimum service availability of 99.99%. Availability is defined as the time the Company's network is available for processing a telephone call. The Company shall credit Customer's invoice for service interruptions of five minutes or more. Credit allowance will be calculated as a percentage of the monthly recurring charge for the affected service(s) as follows:

Length of Interruption	Credit Allowance
More than 5 minutes up to 4 hours	5%
More than 4 hours up to 8 hours	10%
More than 8 hours up to 12 hours	15%
More than 12 hours up to 16 hours	20%
More than 16 hours up to 24 hours	35%
More than 24 hours up to 96 hours	67%
Over 96 hours	100%

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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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

## 3.1 InterLATA Calling Service

## 3.1.1 General Description

InterLATA Calling Service is an InterLATA long distance service that is usage rated and billed in six (6) second increments.

Service is available only in conjunction with the Customer's subscription to the Company's local exchange services. For Customers subscribing to the Company's local exchange services, service is available on a Switchless basis or provisioned on a Dedicated Long Distance facility. If the Customer discontinues services with the Company such that the only remaining service is Switchless and/or Dedicated Long Distance Services, the Company reserves the right to discontinue the Switchless and/or Dedicated Long Distance Services upon providing the Customer a 30-day advance notice of disconnection. The Company may waive the Local Exchange Service requirement for Dedicated Long Distance facility on an individual case basis.

This Service is available to Customers that subscribe to the Company's local exchange services in a minimum of one location. Customers that meet the minimum requirement may also purchase services at locations where they do not subscribe to the Company's local exchange services and/or subscribe to a dedicated on-net direct dial service over the Company's carrier's digital network utilizing a DS-1 connection between the Company's switch and the carrier's nearest hub. All off-net services will be handled on a contractual basis only.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*3.1 InterLATA Calling Service *continued*

## 3.1.2 Timing of Calls

Long distance usage charges are based on actual usage. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection. If the called station hangs up, but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network. Chargeable time does not include time lost because of faults or defects in the connection.

The minimum call duration and rounding of calls for measurement and billing purposes is six seconds. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Fractional cents will be rounded to the next higher cent.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*3.1 InterLATA Calling Service *continued*

## 3.1.3 Terms of Service

The rates for TIGR InterLATA Calling Service are based on volume and established one (1) year two (2) year, or three (3) year term contracts for the Company's business Customers. The rates are further segregated between switched and switchless type service. Switchless service may be offered in a package with other services or by itself at a rate or discount offered on a contractual basis for services not generally available under this tariff. Rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the Commission. Upon expiration of a term contract, the service term will automatically renew at the same terms and conditions for successive one (1) month terms unless either party notifies the other thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service.

Note: Off-net provisioning will require additional mileage and/or back haul charges to be added.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*

## 3.2 Calling Card Service

## 3.2.1 General Description

Calling Card Service is provided to Customers for use when away from their established locations. The Company will issue to Customers Company Calling Cards which will allow Customers to place telephone calls and to re-originate calls, a feature which allows a Customer to place a new call without hanging-up and re-dialing the 8XX access number. Access to the service is gained by dialing a Company-designated toll free access number (i.e 8XX-NXX-XXXX) and then entering a Company-provided account number plus a personal identification number (PIN) and the called telephone number.

The Company, by written notice to the Customer, may discontinue service to a Company Calling Card PIN if that PIN has not been used for a period of 120 days.

## 3.2.2 Call Timing

Calling Card Service is usage sensitive and billed in six (6) second increments with a minimum initial billing period of eighteen (18) seconds. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additional fractional cents will be rounded off to the nearest higher cent. Unless otherwise specified in this tariff, the duration of each call for bill purposes will be rounded off to the nearest higher increment.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*3.2 Calling Card Service *continued*

## 3.2.3 Terms of Service

The rates for Calling Card Service are based on established one (1) year, two (2) year, or three (3) year term contracts for the Company's business Customers. Upon expiration of a term contract, the service term will automatically renew at the same terms and conditions for successive one (1) month terms unless either party notifies the other thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*3.2 Calling Card Service *continued*

## 3.2.5 Calling Card Features

The following features are available:

- AudioText
- Message Store and Forward

## A. Audiotext

Audiotext allows Customers to access news, weather, sports, financial news, and other fun features, by utilizing an Information Services Option available when dialing the special access number.

## B. Voice Message Store and Forward

Voice Message Delivery (Message Store and Forward) allows the Customer to communicate with others by sending "voice messages", digital recordings of your voice that are stored for future delivery. All voice message delivery features are accessed and controlled with the 12 keys on a touch-tone telephone (0-0,\*,#), Voice instructions or menus provide on-line help for all systems features.

*Tier 2 Service - See Current Price List for current rates.*

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*

3.2 Calling Card Service *continued*

3.2.6 Additional Calling Card Options

A. Operator Assistance

Operator Assistance services are available to Customers needing assistance with long distance dialing by dialing 0+ or 0-. Operator services include collect calling, third party billed, and person-to-person calls.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*

## 3.3 8XX Toll Free Service

## 3.3.1 General Description

8XX Toll Free Service is usage rated and billed in six (6) second increments. Call charges are billed to the Customer and not the party originating the call. Rates are based on contract terms.

## 3.3.2 Call Timing

The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additional fractional cents will be rounded off to the nearest higher cent, unless specified otherwise in this tariff.

## 3.3.3 Terms of Service

The rates for 8XX Toll Free Service are based on established one (1) year, two (2) year, or three (3) year contracts for the Company's business Customers. Upon expiration of a term contract, the service term will automatically renew at the same terms and conditions for successive one (1) month terms unless either party notifies the other thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*

3.4 Directory Assistance

A Customer may obtain the assistance in determining telephone numbers within the customer's local calling area within the state of Ohio at the rate specified below by calling the Directory Assistance operator.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES *continued*

## 3.5 Toll Blocking

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Toll Blocking is an optional feature that permits a Customer to restrict access from its telephone lines or trunks to certain toll services. The following toll service blocking options are available at no charge to TWTC long distance business Customers.

Blocking Option	Description
O+	Restricts access to IntraLATA and InterLATA calls placed through the local operator
OO+	Restricts access to IntraLATA and InterLATA calls placed through the long distance operator
O1	Restricts access to operator assisted international calls
O+NPA+555	Restricts access to directory assistance. (Access to directory assistance will be permitted via 411 unless the Customer also requests 411 blocking.)
411	Restricts access to directory assistance. (Access to directory assistance will be permitted via O+NPA+555 unless the Customer also requests O+NPA+555 blocking.)
O11	Restricts access to all international direct dialed calls and all direct dialed calls to the following Caribbean countries: Anguilla; Bahamas; British Virgin Islands; Dominican Republic; Jamaica; Northern Marianas Islands; St. Vincent and Grenadines; Antigua/Barbuda; Barbados; Cayman Islands; Grenada; Midway/Wake Island; St. Kitts & Nevis Islands; Trinidad and Tobago; American Samoa; Bermuda; Dominica; Guam; Montserrat; St. Lucia; and Turks & Caicos. This option includes "O1" restriction for access to operator assisted international calling.

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SECTION 3 - SERVICE DESCRIPTIONS AND MIN/MAX RATES *continued*

3.6 Pay Telephone Surcharge

3.6.1 General Description

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), a per call charge is applicable to all calls that originate from any domestic pay telephone used to access the Company's services.

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SECTION 4 – PROMOTIONS

4.1 One Solution Promotion

Time Warner Telecom will engage in a "One Solution" promotion discounting two-way ISDN PRI pricing to new and existing business End User Customers who purchase the Company's Two-Way ISDN PRI, Long Distance, internet and Dedicated Web Hosting products as a bundled package. The amount of discount is dependent upon the number and type of services purchased. The resulting percentage of discount will range from 4% to 22%.

Standard termination liability provisions as specified in this tariff apply. If the eligible Customer discontinues service or their service is discontinued by the Company prior to the expiration of this promotion, remaining discounts are forfeited.

This promotion is effective from May 14, 2001 through August 31, 2001.

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SECTION 4 – PROMOTIONS *continued*

## 4.2 FlexCall Promotion

The following FlexCall long distance package is available to Customers who subscribe to the Company's Integrated Business Line or VersiPak service between April 4 and July 31, 2002. Service must be installed no later than August 30, 2002. Only domestic long distance and toll free service are included in this promotion. If the Customer's usage exceeds the defined package minutes, a per minute rate will be charged for each additional minute. If the Customer does not use the entire amount of the packaged minutes, the monthly recurring charge remains the same. The unused minutes do not carry forward to the next month. Multiple packages may be combined. One package per customer location.

Term (Months)	Package Minutes	Monthly Recurring Charge	Charge per Additional Minute
24	3,000	\$150	\$0.050
36	3,000	\$145	\$0.048
24	8,000	\$385	\$0.048
36	8,000	\$370	\$0.046
24	13,000	\$600	\$0.046
36	13,000	\$580	\$0.045
24	18,000	\$800	\$0.044
36	18,000	\$770	\$0.043

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SECTION 4 – PROMOTIONS *continued*

## 4.3 "Free 4 Thirty" Promotion

Qualified new End-User, non-carrier Customers who purchase the Company's services pursuant to a 24-month term agreement will receive a voucher to be used for one month's service. The Customer who purchases services for a term of 36 months will receive a voucher for 1.5 months service. Those Customers who purchase services for term of 60 months will receive a voucher for two months service. This offer is subject to the termination liability provisions specified in this tariff. In the event the contract is breached, the voucher is rendered null and void.

The following terms and conditions apply to this offer:

1. This offer is available only to new end-user Customers. Wholesale and carrier Customers are not eligible to participate.
2. This offer is available on a first-come, first-serve basis to the first 150 Customers. The Company reserves the right to limit the number of Customers to which this offer is extended.
3. Contracts must be executed before September 10, 2002.
4. The amount of the voucher will equal the regular monthly recurring charges for the services ordered at the time the contract is executed. Nonrecurring move/change/restore charges, connection charges, measured and/or message usage charges, toll charges, directory assistance charges, Customer-originated trace charges, off-net charges, taxes, surcharges and franchise fees are not included.

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SECTION 4 – PROMOTIONS *continued*4.3 "Free 4 Thirty" Promotion *continued*

5. The Company will specify the month in which the voucher may be redeemed.
  - For Customers signing a 24-month contract, the redemption period will be the first month of service.
  - For Customers signing a 36-month contract, the first voucher must be redeemed and applied to the first month of service. The voucher for the remaining half-month of service must be redeemed and applied to the thirteenth month of the contract.
  - For Customers signing a 60-month contract, the first voucher must be redeemed and applied to the first month of service. The second voucher must be redeemed and applied to the thirteenth month of service. The Company will specify the redemption dates upon execution of the contract.
6. Termination of the service contract will result in the assessment of term liability charges as specified in this tariff. Termination of the service contract during the redemption period will result in the cancellation of the Customer's voucher(s). To the extent a Customer has already redeemed its voucher(s), the redemption value will be added to the amount of the term liability.
7. The Customer must notify the Company immediately in the event of a lost or stolen voucher. Failure to notify the Company in a timely manner will result in the cancellation of the voucher. Vouchers not redeemed during the specified redemption period will be declared null and void.
8. This offer may not be used with any other Time Warner Telecom promotion.

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SECTION 4 – PROMOTIONS *continued*

## 4.4 "More Than Local" Promotion

The Company will offer 1+ and Toll Free 8XX toll services at a flat rate of \$0.049 per minute for Customers who sign a 12-, 24- or 36-month contract on or before September 30, 2002. The following terms apply:

1. Customers must purchase or currently subscribe to one or more of the following Company services: Digital Trunk; ISDN PRI; Business Line; Integrated Business Line; or VersiPak.
2. This offer is available to new Customers, existing Customers who do not currently subscribe to the Company's toll services and to existing Customers whose current toll services contract is up for renewal.
3. Contract must be executed by close of business September 30, 2002. Service must be installed by October 31, 2002.
4. Offer includes 1+ and Toll Free 8XX Intrastate, Interstate and IntraLATA domestic toll services. Calls from the mainland United States to Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, international locations (including Canada and Mexico) and Hawaii intra-island calling are excluded.
5. Offer does not apply to Switchless Long Distance, Calling Card or Operator Services/Directory Assistance usage.
6. Offer does not apply to additional Customer locations that are Remote/Switchless in nature.
7. No volume commitment is required.

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SECTION 4 – PROMOTIONS *continued*

4.5 "Grow Your Business With Voice Services"

4.5.1 Promotion Description

This promotion allows Customers to choose among three bundled service options:

- |          |   |
|----------|---|
| Option 1 | Voice Facility and Long Distance  |
| Option 2 | Voice Facility with Business Expansion Service and/or Expanded Exchange Service                   |
| Option 3 | Voice Facility with Long Distance and Business Expansion Service and/or Expanded Exchange Service |

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SECTION 4 – PROMOTIONS *continued*

4.5 "Grow Your Business With Voice Services" *continued*

4.5.2 Promotional Product Requirements

A. Integrated Business Line/VersiPak

1. Minimum of 16 channels; Customer can purchase either 16-20 channels or 21 – 24 channels.
2. Channels can be any combination of voice or data as long as existing product minimums are met.
3. Voice channels can include lines, analog trunks or digital trunk; IPRI excluded.
4. Federal Subscriber Line Charges will be assessed in addition to promotional rate.
5. Nonrecurring connection charge of \$500 applies for all On-Net connections; additional charges may apply for Off-Net connections.

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SECTION 4 – PROMOTIONS *continued*

4.5 "Grow Your Business With Voice Services" *continued*

4.5.2 Promotional Product Requirements, *continued*

B. ISDN PRI and Digital Trunks

1. Federal Subscriber Line Charges will be assessed in addition to promotional rate.
2. Digital Trunks must be sold as a full T-1.
3. Additional charges may apply for Off-Net connections.

C. Business Expansion Service/Expanded Exchange Service

Service is available where equipment and facilities permit.

D. Long Distance

Promotional rate applies only to domestic traffic. Offshore calling and traffic terminating to Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands are not included.

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SECTION 4 – PROMOTIONS *continued*4.5 "Grow Your Business With Voice Services" *continued*

## 4.5.3 Rates and Charges

## A. Digital Trunks

## 1. Digital Trunks – Flat Rated Service

12 Month Term	\$575.00
24 Month Term	\$475.00
36 Month Term	\$375.00

## 2. Digital Trunks – Message and Measured Rated Service

12 Month Term	\$325.00
24 Month Term	\$300.00
36 Month Term	\$275.00

## B. ISDN PRI Standard

## 1. ISDN PRI Standard – Flat Rated Service

12 Month Term	\$700.00
24 Month Term	\$600.00
36 Month Term	\$500.00

## 2. ISDN PRI Standard – Message and Measured Rated Service

12 Month Term	\$400.00
24 Month Term	\$375.00
36 Month Term	\$350.00

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SECTION 4 – PROMOTIONS *continued*4.5 "Grow Your Business With Voice Services" *continued*4.5.3 Rates and Charges *continued*

## C. Integrated Business Line/VersiPak Facility

## 1. 16-20 Channels - Flat Rated Service

12 Month Term	\$750.00
24 Month Term	\$600.00
36 Month Term	\$500.00

## 2. 16-20 Channels – Message and Measured Rated Service

12 Month Term	\$700.00
24 Month Term	\$550.00
36 Month Term	\$450.00

## 3. 21-24 Channels – Flat Rated Service

12 Month Term	\$800.00
24 Month Term	\$650.00
36 Month Term	\$550.00

## 4. 21-24 Channels – Message and Measured Rated Service

12 Month Term	\$750.00
24 Month Term	\$600.00
36 Month Term	\$500.00

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SECTION 4 – PROMOTIONS *continued*4.5 "Grow Your Business With Voice Services" *continued*4.5.3 Rates and Charges *continued*

## D. Business Expansion Service

	Per Rate Center
Cincinnati	\$175.00
Columbus	\$125.00
Dayton	\$175.00

## E. Expanded Exchange Service

	Per Trunk/Channel
Cincinnati	\$ 15.00
Columbus	\$ 15.00
Dayton	\$ 15.00

	Per PRI
Cincinnati	\$200.00
Columbus	\$200.00
Dayton	\$200.00

## F. Long Distance

Per Minute Rate	\$0.047
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SECTION 4 – PROMOTIONS *continued*4.5 "Grow Your Business With Voice Services" *continued*

## 4.5.4 Terms of Promotion

- A. This promotion is effective April 1 through June 30, 2003. Service must be installed no later than July 31, 2003.
- B. Customer must sign a 12-, 24- or 36-month contract to qualify.
- C. Customer must select one of the following voice service local facilities: ISDN PRI Standard; Digital Trunk; Individual Business Line; or VersiPak.
- D. Supplemental voice features are not included in the promotional price and are available for an additional charge as service and facilities permit.
- E. Local usage fees for measured and message rated service are not included in the promotional price.
- F. Non-standard voice applications including terminating-only minutes of usage (those applications originating from the Customer and terminating through the Company's switch to the public switched telephone network), applications involving more than 200,000 total local minutes of usage (inbound and outbound) and Calling Card related applications are eligible for this promotion.
- G. Customers may purchase more than one promotional package.
- H. This promotion applies only to new service orders signed by Customers during the promotion period and to subsequent service augments requested by the same Customer during the promotional period. Customers within three months of expiration of an existing term agreement for service may renew the term agreement at the promotional rate.

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SECTION 4 – PROMOTIONS *continued*

4.5 "Grow Your Business With Voice Services" *continued*

4.5.4 Terms of Promotion *continued*

- I. Applicable taxes and surcharges, including Federal Subscriber Line Charge, will be billed at standard rates.
- J. All monthly recurring charges will be billed in advance of service.
- K. Termination liability as described elsewhere in this tariff applies to early termination.
- L. Promotional pricing does not apply to products not included in the promotion. This promotion is not valid in conjunction with any other Time Warner Telecom product promotion.

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SECTION 4 – PROMOTIONS *continued*

## 4.6 Grand Slam Promotion

Qualified new End-User, non-carrier, non-ISP Customers who purchase the Company's FlexCall packaged long distance service pursuant to a 24-month term agreement will receive an invoice credit for one month's service. Customers who purchase FlexCall packaged long distance service for a term of 36 months will receive an invoice credit for two months service. Customers who purchase FlexCall packaged long distance service for term of 60 months will receive an invoice credit for three months service. This offer is subject to the termination liability provisions specified in this tariff. In the event the contract is breached, this offer is rendered null and void.

The following terms and conditions apply to this offer:

1. This offer is available only to new end-user customers. Wholesale and carrier customers and Internet Service Providers are not eligible to participate.
2. This offer is available on a first-come, first-serve basis to the first 200 customers nationwide. The Company reserves the right to limit the number of Customers to which this offer is extended.
3. Contracts must be executed before September 30, 2003.
4. The amount of the credit will equal the regular monthly recurring charges for the services ordered at the time the contract is executed. Nonrecurring move/change/restore charges, connection charges, measured and/or message usage charges, toll charges, directory assistance charges, customer originated trace charges, off-net charges, taxes, surcharges and franchise fees are not included.

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OH00404

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SECTION 4 – PROMOTIONS *continued*4.6 Grand Slam Promotion *continued*

5. The Company will specify the month in which the credit will be issued.
  - For customers signing a 24-month contract, the credit will be issued in the second month (after payment of the first invoice).
  - For customers signing a 36-month contract, the first credit will be issued in the second month (after payment of the first invoice). The second credit will be issued in the 13<sup>th</sup> month of the service term.
  - For customers signing a 60-month contract, first credit will be issued in the second month (after payment of the first invoice). The second credit will be issued in the 13<sup>th</sup> month of the service term. The third credit will be issued in the 25<sup>th</sup> month of the service term.
6. Termination of the service contract will result in the assessment of term liability charges as specified in this tariff. Termination of the service contract during the redemption period will result in the cancellation of the Customer's credit(s). To the extent a Customer has already received its credit(s), the amount of the credit(s) issued will be added to the amount of the term liability.
7. This offer may not be used with any other Time Warner Telecom promotion.

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OHO0404

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SECTION 4 – PROMOTIONS *continued*4.7 Time Warner Telecom 4<sup>th</sup> Quarter 2003 Promotion

## 4.7.1 Description

The Time Warner Telecom 4<sup>th</sup> Quarter 2003 Promotion allows Customers to combine VersiPak and IBL local voice and Internet services with toll service. Customers may select the exact number of voice and Internet channels needed to best suit their individual service needs. All packages include the Internet, local voice channels (Business Lines, Digital Trunks or Analog Trunks) and the Company's LD Split toll service. Rates and charges for the Company's LD Split service are listed in the Current Price List attached to this tariff. Customers who select Business Lines for voice channels may also select four (4) business line features at no additional charge. Customer may mix and max their voice and Internet channels, subject to the following limitations:

	Minimum Number of Channels	Maximum Number of Channels
Voice	6	22
Internet	128K	1024K

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SECTION 4 – PROMOTIONS *continued*4.7 Time Warner Telecom 4<sup>th</sup> Quarter 2003 Promotion *continued*

## 4.7.2 Rates and Charges

## A. Flat Rate Service

Package	Term	Number of Channels	Monthly Recurring Charge
Advantage	24	16-20	\$620.00
Advantage	36	16-20	\$581.25
Premier	24	21-24	\$656.25
Premier	36	21-24	\$612.50

## B. Measured Rate Service

Package	Term	Number of Channels	Monthly Recurring Charge
Advantage	24	16-20	\$576.00
Advantage	36	16-20	\$540.00
Premier	24	21-24	\$615.00
Premier	36	21-24	\$574.00

## C. Message Rate Service

Package	Term	Number of Channels	Monthly Recurring Charge
Advantage	24	16-20	\$576.00
Advantage	36	16-20	\$540.00
Premier	24	21-24	\$615.00
Premier	36	21-24	\$574.00

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SECTION 4 – PROMOTIONS *continued*

4.7 Time Warner Telecom 4<sup>th</sup> Quarter 2003 Promotion *continued*

4.7.3 Terms and Conditions of Promotion

- A. Promotional pricing is effective October 1, 2003 through January 30, 2004.
- B. This promotion is available only to new, end-user Customers. New Customers who subscribe to the Company's service during the promotional period may augment their service with additional promotional channels during the promotional period. Internet Service Providers are not eligible for this promotion.
- C. Customer must sign a 24 or 36 month contract (36 months only for VersiPak IPRI customers) to qualify for promotional rates.
- D. Customers who purchase message or measured service packages will be assessed the message/measured monthly recurring charge specified herein, plus usage charges on all voice channels.
- E. Promotional pricing applies only to the specific products mentioned herein.
- F. Termination liability charges apply to early termination of the service contract. Order Modification and/or Expedite Fees apply as specified in the Company's local exchange tariff.
- G. Applicable taxes and surcharges, including Federal Subscriber Line Charge, will be billed at standard rates.
- H. This promotion is not valid in conjunction with any other Time Warner Telecom product promotion.

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OH00494

SECTION 4 – PROMOTIONS *continued*

## 4.8 VersiPak® LD Bundle Promotion (N)

The VersiPak® LD Bundle Promotion combines voice channels, Internet bandwidth and 3,000 minutes of domestic long distance service. This promotion is available to Customers who purchase the Company's VersiPak®, VersiPak® Mach 2 or VersiPak® Mach 3 services on an On-Net basis for a term of 24 or 36 months.

## 4.8.1 Promotional Package Description

New Customers who purchase the Company's VersiPak®, VersiPak® Mach 2 or VersiPak® Mach 3 services on an On-Net basis for a term of 24 or 36 months will receive 3,000 free minutes of 1+ or 8XX domestic long distance service.

## 4.8.2 Rates and Charges

The Company's standard rates apply to the purchase of VersiPak®, VersiPak® Mach 2 or VersiPak® Mach 3 services. The Customer will receive 3,000 minutes of domestic long distance service at no charge.

## 4.8.3 Rules Applicable to Long Distance Service

- A. Unused minutes will not carry forward to subsequent months.
  - B. The long distance minutes may be used for 1+ or 8XX toll free calling. The long distance minutes may not be used for IntraLATA toll calls, local calls, switchless long distance services, calling card services, long distance directory assistance, long distance operator assistance or calls to Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, Canada, Mexico and international destinations.
  - C. The long distance minutes cannot be shared across multiple locations. A package can be shared across dial tone services provided by the Company at the same location.
  - D. Long distance usage in excess of the promotional minutes will be charged at standard rates.
- (N)

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SECTION 4 – PROMOTIONS *continued*4.8 VersiPak® LD Bundle Promotion *continued*

(N)

## 4.8.4 General Rules

- A. This promotion is effective July 1, 2005 through September 30, 2005. Service agreement must be executed by close of business on September 30, 2005. Service must be activated no later than November 15, 2005.
- B. This promotion can not be combined with any other promotional offers.
- C. All applicable taxes and surcharges will be applied as appropriate and will not be discounted as part of the promotion.
- D. Standard rates for Move, Add, Change and Restore charges apply under this promotion.
- E. Promotional pricing is for On-Net connection. Additional charges may apply for Off-Net connection.
- F. Termination Liability as specified elsewhere in this tariff applies to early termination of service.
- G. There is no limit to the number of Local Voice Service facilities a Customer may purchase at the promotional rate.
- H. Internet Service Providers and carriers are not eligible for this promotion.
- I. This promotion is available to new Customers, existing Customers at new service locations and Customers renewing service within six months of the expiration of their current service term.

(N)

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Case No. 05-\_\_\_\_-TP-TRF

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SECTION 4 – PROMOTIONS *continued*

## 4.9 On-Net Promotion

(N)

## 4.9.1 Promotion Description

This promotion offers a one-month service credit to eligible Customers located in existing On-Net buildings who purchase any service with a monthly recurring charge and a service term of at least 24 months.

## 4.9.2 Terms and Conditions

- A. Internet Service Providers and carrier Customers are not eligible to receive this promotion.
- B. Customers in Off-Net buildings or areas not currently On-Net are not eligible for this promotion.
- C. The promotional service credit will be applied against the monthly recurring charge for the purchased service.
- D. This promotion is effective through December 31, 2006. Service must be installed no later than two months after the date of the service order.
- E. Local usage fees for measured and message rated service are not included in the promotional price.
- F. Applicable taxes and surcharges, including Federal Subscriber Line Charge, will be billed at standard rates.
- G. All monthly recurring charges will be billed in advance of service.
- H. Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.
- I. This promotion may not be combined with any other promotional offer except the On-Net Satisfaction Guarantee.
- J. If combined with the On-Net Satisfaction Guarantee, the Customer's promotional service credit may not exceed the total amount billed for the applicable Service.

(N)

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OHO00610

SECTION 4 – PROMOTIONS *continued*

## 4.10 On-Net Satisfaction Guarantee

(N)

## 4.10.1 Promotion Description

This promotion allows eligible new Customers in existing On-Net buildings to disconnect any service for any reason within the first 30 days of service without incurring termination liability.

## 4.10.2 Terms and Conditions

- A. This offer is available only to new eligible Customers and existing eligible Customers purchasing new services in existing On-Net buildings.
- B. Internet Service Providers and carrier Customers are not eligible to receive this promotion.
- C. Customers in Off-Net buildings or areas not currently On-Net are not eligible for this promotion.
- D. Customers who wish to invoke the On-Net Satisfaction Guarantee must notify the Company of their desire to terminate service in writing within 30 days of service installation. The Customer is responsible for all service charges incurred up to the date of disconnection.
- E. This promotion is effective through December 31, 2006. Service must be installed no later than two months after the date of the service order.
- F. All monthly recurring charges will be billed in advance of service.
- G. Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.
- H. This promotion may not be combined with any other promotional offer other than the "On-Net Promotion".

(N)

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OH00610

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SECTION 4 – PROMOTIONS *continued*

## 4.11 CCS Renewal Promotion

(N)

## 4.11.1 Promotion Description

This promotion allows existing eligible Customers to receive up to a two-month service credit upon renewing any service except Local Loop.

## 4.11.2 Terms and Conditions

- A. This offer is available only to existing eligible Customers who renew a qualified service within the Company's standard renewal window on a term commitment contract.
- B. The eligible Customer who orders service for a 24 month term will receive a credit equal to one month's monthly recurring charge for the service ordered. The eligible Customer who orders service for a 36 month term (or longer) will receive a credit equal to two months' monthly recurring charges for the service ordered.
- C. Internet Service Providers and carrier Customers are not eligible to receive this promotion.
- D. Local usage fees for measured and message rated service, directory assistance, taxes, surcharges and other items that do not have a monthly recurring charge are not eligible for the promotion.
- E. This promotion is effective through December 31, 2006. Service must be installed no later than two months after the date of the service order.
- F. All monthly recurring charges will be billed in advance of service.
- G. Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.
- H. This promotion may not be combined with any other promotional offer.

(N)

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OH00610

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SECTION 5 – GRANDFATHERED SERVICES

## 5.1 TimeOut (1+Dialing) Service

## 5.1.1 General Description

**TimeOut (1+ Dialing) Service is limited to the Company's existing Customers as of October 15, 2001.**

TimeOut (1+ Dialing) Service is an InterLATA long distance service that is usage rated and billed in six (6) second increments. Service is available to Customers over Time Warner's switched or switchless access lines. No minimum volume commitment is required.

## 5.1.2 Timing of Calls

Long distance usage charges are based on actual usage. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection. If the called station hangs up, but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network. Chargeable time does not include time lost because of faults or defects in the connection.

The minimum call duration and rounding of calls for measurement and billing purposes is six seconds. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Fractional cents will be rounded to the next higher cent.

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SECTION 5 – GRANDFATHERED SERVICES, *cont'd.*5.1 TimeOut (1+Dialing) Service *continued*

## 5.1.3 Terms of Service

The rates for TimeOut (1+ Dialing) Service are based on established one (1) year two (2) year, or three (3) year term contracts for the Company's business Customers. The rates are further segregated between switched and switchless type service. Switchless service may be offered in a package with other services or by itself at a rate or discount offered on a contractual basis for services not generally available under this tariff. Rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the Commission. Upon expiration of a term contract, the service term will automatically renew at the same terms and conditions for successive one year terms unless either party notifies the other thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service.

**Note:** Off-net provisioning will require additional mileage and/or back haul charges to be added.

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SECTION 5 – GRANDFATHERED SERVICES *continued*5.1 TimeOut (1+Dialing) Service *continued*5.1.4 TimeOut (1+ Dialing) Service Per Minute Rate *continued*

Per Minute Rate:

	<u>Minimum</u>	<u>Maximum</u>
Switched	\$.03	\$.25

With Integrated Business Line Service Package\*

	<u>Minimum</u>	<u>Maximum</u>
Per Minute Rate		
1 Year Term	\$.03	\$.25
2 Year Term	\$.03	\$.25
3 Year Term	\$.03	\$.25
Switchless	\$.01	\$.25
Dedicated On-Net	\$.01	\$.25

## A. Long Distance Access Facility

	<u>Minimum</u>	<u>Maximum</u>
Recurring:	\$50.00	\$600.00
Nonrecurring:	\$50.00	\$1000.00

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SECTION 5 – GRANDFATHERED SERVICES, *cont'd.*

## 5.2 TimeCard (Calling Card) Service

## 5.2.1 General Description

**TimeCard (Calling Card) Service is limited to the Company's existing Customers as of October 15, 2001.**

TimeCard (Calling Card) Service is provided to Customers for use when away from their established locations. The Company will issue to Customers Company Calling Cards which will allow Customers to place telephone calls and to re-originate calls, a feature which allows a Customer to place a new call without hanging-up and re-dialing the 8XX access number. Access to the service is gained by dialing a Company-designated toll free access number (i.e 8XX-NXX-XXXX) and then entering a Company-provided account number plus a personal identification number (PIN) and the called telephone number.

The Company, by written notice to the Customer, may discontinue service to a Company Calling Card PIN if that PIN has not been used for a period of 120 days.

## 5.2.2 Call Timing

TimeCard (Calling Card) Service is usage sensitive and billed in six (6) second increments. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additional fractional cents will be rounded off to the nearest higher cent. Unless otherwise specified in this tariff, the duration of each call for bill purposes will be rounded off to the nearest higher increment.

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SECTION 5 – GRANDFATHERED SERVICES, *cont'd.*5.2 TimeCard (Calling Card) Service *continued*

## 5.2.3 Terms of Service

The rates for TimeCard (Calling Card) service are based on established one (1) year, two (2) year, or three (3) year term contracts for the Company's business Customers. Upon expiration of a term contract, the service term will automatically renew at the same terms and conditions for successive one year terms unless either party notifies the other thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service.

## 5.2.4 TimeCard (Calling Card) Per Minute Rate

	<u>Minimum</u>	<u>Maximum</u>
Per Minute Rate	\$0.20	\$0.20

With Integrated Business Line Service Package\*

	<u>Minimum</u>	<u>Maximum</u>
Per Minute Rate		
1 Year Term	\$0.20	\$0.50
2 Year Term	\$0.20	\$0.50
3 Year Term	\$0.20	\$0.50

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OH08104

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SECTION 5 – GRANDFATHERED SERVICES *continued*5.2 TimeCard (Calling Card) Service *continued*

## 5.2.5 TimeCard (Calling Card) Features

The following features are available:

- AudioText
- Message Store and Forward

## A. Audiotext

Audiotext allows Customers to access news, weather, sports, financial news, and other fun features, by utilizing an Information Services Option available when dialing the special access number

	<u>Minimum</u>	<u>Maximum</u>
Per Minute Rate	\$0.20	\$0.90

## B. Voice Message Store and Forward

Voice Message Delivery (Message Store and Forward) allows the Customer to communicate with others by sending "voice messages", digital recordings of your voice that are stored for future delivery. All voice message delivery features are accessed and controlled with the 12 keys on a touch-tone telephone (0-0,\*,#), Voice instructions or menus provide on-line help for all systems features.

	<u>Minimum</u>	<u>Maximum</u>
Per Minute Rate	\$0.60	\$0.90

*Material now found on this page previously found on Page 7.1*

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SECTION 5 – GRANDFATHERED SERVICES *continued*5.2 TimeCard (Calling Card) Service *continued*

## 5.2.6 Additional TimeCard Service Options

## A. Operator Assistance

Operator Assistance services are available to Customers needing assistance with long distance dialing by dialing 0+ or 0-. Operator services include collect calling, third party billed, and person-to-person calls.

	<u>Minimum</u>	<u>Maximum</u>
Per Minute Rate	\$0.40	\$0.70

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SECTION 5 – GRANDFATHERED SERVICES *continued*

5.3 TimeLine 8XX (Toll Free) Service

5.3.1 General Description

**TimeLine 8XX (Toll Free) Service is limited to the Company's existing Customers as of October 15, 2001.**

TimeLine 8XX (Toll Free) Service is usage rated and billed in six (6) second increments. Call charges are billed to the Customer and not the party originating the call. Rates are based on contract terms.

5.3.2 Call Timing

The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additional fractional cents will be rounded off to the nearest higher cent, unless specified otherwise in this tariff.

5.3.3 Terms of Service

The rates for TimeLine 8XX (Toll Free) Service are based on established one (1) year, two (2) year, or three (3) year contracts for the Company's business Customers. Upon expiration of a term contract, the service term will automatically renew at the same terms and conditions for successive one year terms unless either party notifies the other thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service.

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SECTION 5 – GRANDFATHERED SERVICES *continued*5.3 TimeLine 8XX (Toll Free) Service *continued*

## 5.3.4 TimeLine 8XX (Toll Free) Per Minute Rates

The following rates apply:

	<u>Minimum</u>	<u>Maximum</u>
Per Minute Rate	\$.03	\$.25

With Integrated Business Line Service Package\*

Per Minute Rate	<u>Minimum</u>	<u>Maximum</u>
1 Year Term	\$.03	\$.25
2 Year Term	\$.03	\$.25
3 Year Term	\$.03	\$.25

## A. Nonrecurring Charge

A nonrecurring charge applies per toll free number:

	<u>Minimum</u>	<u>Maximum</u>
Charge per number	\$ 15.00	\$ 30.00

## B. Monthly Recurring Charge for Toll Free Directory Listing

	<u>Minimum</u>	<u>Maximum</u>
Monthly charge per listing	\$ 7.50	\$ 15.00

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SECTION 5 – GRANDFATHERED SERVICES *continued*

## 5.4 Perfect Ten Toll Option

## 5.4.1 General Description

**Perfect Ten Toll Option is limited to the Company's existing Customers as of October 15, 2001.**

Perfect Ten Toll Option offers discounted toll rates to Customers who also subscribe to the Company's internet service. Calls are billed in one minute increments. The minimum call duration for billing purposes is one minute. Fractional cents are rounded up to the next full penny.

## 5.4.2 Rates and Charges

	<u>Minimum</u>	<u>Maximum</u>
Rate Per Minute	\$0.01	\$0.25

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## TimeOut (1+) Dialing Service\*\*

With Integrated Business Line Service Package\*

TimeOut Service- Dedicated On-Net	<u>Per Minute</u>
1 Year	\$0.0650
2 Year	\$0.0600
3 Year	\$0.0550

Monthly Recurring Charge	\$300.00
Nonrecurring Charges	\$500.00

\*\* This service is limited to the Company's existing Customers as of October 15, 2001.

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**PRICE LIST *continued***

## TimeLine 8XX (Toll Free) Service\*\*

## TimeLine 8XX Service - Switched

	<u>Per Minute</u>
1 Year	\$.0825
2 Year	\$.0800
3 Year	\$.0750

## With Integrated Business Line Service Package\*

	<u>Per Minute</u>
1 Year	\$.0825
2 Year	\$.0750
3 Year	\$.0650

8XX Nonrecurring Charge per 8XX Number	\$30.00 Per Number
Toll Free AT&T Directory Listing	\$15.00 Per Month

\* Note – See also Individual Case Basis Arrangements in Section 2.9 of this tariff.

\*\* This service is limited to the Company's existing Customers as of October 15, 2001.

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**PRICE LIST *continued***

Directory Assistance	<u>Per Call</u> \$0.95
TimeCard (Calling Card) Service**	
TimeCard (Calling Card)	<u>Per Minute</u>
1 Year	\$0.30
2 Year	\$0.30
3 Year	\$0.30
With Integrated Business Line Service Package*	
	<u>Per Minute</u>
1 Year	\$0.27
2 Year	\$0.27
3 Year	\$0.27
TimeCard Features	<u>Per Minute</u>
Audio Text	\$0.25
Message Store and Forward	\$0.75
Operator Assistance	\$0.55
Pay Telephone Surcharge	<u>Per Call</u> \$0.50
Perfect Ten Toll Option**	<u>Per Minute</u> \$0.05

\* Note – See Section 2.9 of this tariff for individual case basis arrangements.

\*\* This service is limited to the Company's existing Customers as of October 15, 2001.

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**PRICE LIST** *continued*

## TIGR InterLATA Calling Service

*The following rates are only available to the Company's Customers of record as of September 16, 2003.*

## A. Long Distance Access Facility

Monthly Recurring Charge \$300.00

Nonrecurring Charge \$500.00

## B. Switched Service

<u>Monthly Volume</u> <u>Minutes</u>	<u>Term</u> <u>Years</u>	<u>Per Minute</u> <u>Rate</u>
0 – 7,500	1	\$0.067
0 – 7,500	2	\$0.065
0 – 7,500	3 or more	\$0.063
7,501 – 15,000	1	\$0.063
7,501 – 15,000	2	\$0.061
7,501 – 15,000	3 or more	\$0.059
15,001 – 35,000	1	\$0.059
15,001 – 35,000	2	\$0.057
15,001 – 35,000	3 or more	\$0.055
35,001 – 75,000	1	\$0.055
35,001 – 75,000	2	\$0.053
35,001 – 75,000	3 or more	\$0.051
75,001 – or more	1	\$0.051
75,001 – or more	2	\$0.049
75,001 – or more	3 or more	\$0.047

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Effective:

March 17, 2004

Case No. 04-\_\_\_\_-TP-\_\_\_\_

Issued By: Pamela Sherwood  
Vice President-Regulatory Midwest  
4625 West 86<sup>th</sup> St., Suite 500  
Indianapolis, Indiana 46268

OH00404

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**PRICE LIST** *continued*TIGR InterLATA Calling Service *continued**The following rates are only available to the Company's Customers of record as of September 16, 2003.*

## C. Switchless Service

<u>Term</u>	<u>Per Minute Rate</u>
0 – 1 Year	\$0.110
2 Years	\$0.105
3 or More Years	\$0.100

## D. Dedicated Service

<u>Monthly Volume Minutes</u>	<u>Term Years</u>	<u>Per Minute Rate</u>
0 – 50,000	1	\$0.059
0 – 50,000	2	\$0.057
0 – 50,000	3 or more	\$0.055
50,001 – 100,000	1	\$0.055
50,001 – 100,000	2	\$0.053
50,001 – 100,000	3 or more	\$0.051
100,001 – 150,000	1	\$0.051
100,001 – 150,000	2	\$0.049
100,001 – 150,000	3 or more	\$0.047
150,001 – or more	1	\$0.047
150,001 – or more	2	\$0.045
150,001 – or more	3 or more	\$0.043

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OH00404

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**PRICE LIST** *continued*TIGR InterLATA Calling Service *continued**The following rates are only available to the Company's Customers of record as of September 16, 2003.*

## E. Rates for Qualified IBL Customers

Monthly Volume <u>Minutes</u>	Term <u>Years</u>	Per Minute <u>Rate</u>
0 – 10,000	2	\$0.061
0 – 10,000	3	\$0.059
0 – 10,000	5	\$0.057
10,001 – 20,000	2	\$0.057
10,001 – 20,000	3	\$0.055
10,001 – 20,000	5	\$0.053
20,001 – or more	2	\$0.053
20,001 – or more	3	\$0.051
20,001 – or more	5	\$0.049

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01100404

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**PRICE LIST** *continued*

## TIGR Calling Card Service

*The following rates are only available to the Company's Customers of record as of September 16, 2003.*

<u>Term</u>	<u>Per Minute Rate</u>
1 Year	\$0.185
2 Years	\$0.175
3 Years	\$0.169

## TIGR Calling Card Features

## A. Audiotext

Per Minute Rate: \$0.25

## B. Voice Message Store and Forward

Per Minute Rate: \$0.75

## Additional TIGR Calling Card Services

## A. Operator Assistance

Per Minute Rate \$0.55

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Case No. 04-\_\_\_\_-TP-\_\_\_\_

OH00404

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**PRICE LIST** *continued***TIGR 8XX Toll Free Service***The following rates are only available to the Company's Customers of record as of September 16, 2003.***A Nonrecurring Charge**

Charge per number: \$30.00

**B. Monthly Recurring Charge for Toll Free Directory Listing**

Monthly charge per listing: \$15.00

**C. Switched**

Monthly Volume <u>Minutes</u>	Term <u>Years</u>	Per Minute <u>Rate</u>
0 – 7,500	1	\$0.067
0 – 7,500	2	\$0.065
0 – 7,500	3 or more	\$0.063
7,501 – 15,000	1	\$0.063
7,501 – 15,000	2	\$0.061
7,501 – 15,000	3 or more	\$0.059
15,001 – 35,000	1	\$0.059
15,001 – 35,000	2	\$0.057
15,001 – 35,000	3 or more	\$0.055
35,001 – 75,000	1	\$0.055
35,001 – 75,000	2	\$0.053
35,001 – 75,000	3 or more	\$0.051
75,001 – or more	1	\$0.051
75,001 – or more	2	\$0.049
75,001 – or more	3 or more	\$0.047

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**PRICE LIST** *continued***TIGR 8XX Toll Free Service** *continued**The following rates are only available to the Company's Customers of record as of September 16, 2003.***D. Switchless**

<u>Term</u>	<u>Per Minute Rate</u>
0 – 1 Year	\$0.110
2 Years	\$0.105
3 or More Years	\$0.100

**E. Dedicated**

<u>Monthly Volume</u> <u>Minutes</u>	<u>Term</u> <u>Years</u>	<u>Per Minute</u> <u>Rate</u>
0 – 50,000	1	\$0.059
0 – 50,000	2	\$0.057
0 – 50,000	3 or more	\$0.055
50,001 – 100,000	1	\$0.055
50,001 – 100,000	2	\$0.053
50,001 – 100,000	3 or more	\$0.051
100,001 – 150,000	1	\$0.051
100,001 – 150,000	2	\$0.049
100,001 – 150,000	3 or more	\$0.047
150,001 – or more	1	\$0.047
150,001 – or more	2	\$0.045
150,001 – or more	3 or more	\$0.043

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01100404

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**PRICE LIST** *continued***TIGR 8XX Toll Free Service** *continued**The following rates are only available to the Company's Customers of record as of September 16, 2003.***F. Rates for Qualified IBL Customers**

<u>Monthly Volume</u> <u>Minutes</u>	<u>Term</u> <u>Years</u>	<u>Per Minute</u> <u>Rate</u>
0 – 10,000	2	\$0.061
0 – 10,000	3	\$0.059
0 – 10,000	5	\$0.057
10,001 – 20,000	2	\$0.057
10,001 – 20,000	3	\$0.055
10,001 – 20,000	5	\$0.053
20,001 – or more	2	\$0.053
20,001 – or more	3	\$0.051
20,001 – or more	5	\$0.049

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01100404

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**PRICE LIST** *continued.*

## InterLATA Calling Service

## Rates and Charges

## A. Long Distance Facility

## 1. Digital Signal

Monthly Recurring Charge	\$275.00
Nonrecurring Charge	\$500.00
Move Charge	\$ 50.00
Change Charge	\$ 50.00
Restore Charge	\$ 50.00

## 2. PRI Signal

Monthly Recurring Charge	\$425.00
Nonrecurring Charge	\$500.00
Move Charge	\$ 50.00
Change Charge	\$ 50.00
Restore Charge	\$ 50.00

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Case No. 04-\_\_\_\_-TP-\_\_\_\_

01100404

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**PRICE LIST** *continued.*InterLATA Calling Service *continued*Rates and Charges *continued*

## B. Account Codes

## 1. Long Distance Account Code

Monthly Recurring Charge	\$ 5.00
Nonrecurring Charge	\$ 25.00
Move Charge	\$ 25.00
Change Charge	\$ 25.00
Restore Charge	\$ 25.00

## 2. Long Distance Account Code - Switchless

Monthly Recurring Charge	\$ 40.00
Nonrecurring Charge	\$ 40.00
Move Charge	\$ 40.00
Change Charge	\$ 40.00
Restore Charge	\$ 40.00

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Case No. 04-\_\_\_\_-TP-\_\_\_\_

01/00/04

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**PRICE LIST** *continued.*InterLATA Calling Service *continued*Rates and Charges *continued*B. Account Codes *continued*

## 3. Feature Account Code Set of 100

Monthly Recurring Charge	\$ 5.00
Nonrecurring Charge	\$25.00
Move Charge	\$25.00
Change Charge	\$25.00
Restore Charge	\$25.00

## 4. Feature Account Code Set of 100 - Switchless

Monthly Recurring Charge	\$40.00
Nonrecurring Charge	\$40.00
Move Charge	\$40.00
Change Charge	\$40.00
Restore Charge	\$40.00

## C. Digital Local Loop Charge

Monthly Recurring Charge	-
Nonrecurring Charge	-
Move Charge	\$ 50.00
Change Charge	\$ 50.00
Restore Charge	\$ 50.00

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Case No. 04-\_\_\_\_-TP-\_\_\_\_

01100404

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**PRICE LIST** *continued.*InterLATA Calling Service *continued*Rates and Charges *continued*

## D. LD Split Per Minute Rates

## 1. Switched Service

	<u>0 - 10,000</u>	<u>10,001 - 50,000</u>	<u>50,001-100,000</u>	<u>100,001 or more</u>
12 Month Term	\$0.054	\$0.047	\$0.046	\$0.045 (I)
24 Month Term	\$0.048	\$0.047	\$0.046	\$0.044 (R)
36 Month Term	\$0.047	\$0.046	\$0.045	\$0.043 (R)

## 2. Switchless

Per Minute Rate	\$0.055
-----------------	---------

## 3. Dedicated Service

	<u>75,000-125,000</u>	<u>125,001-200,000</u>	<u>200,001-300,000</u>	<u>300,001 or more</u>
12 Month Term	\$0.049	\$0.048	\$0.047	\$0.046
24 Month Term	\$0.044	\$0.043	\$0.042	\$0.041
36 Month Term	\$0.043	\$0.042	\$0.041	\$0.040

Note: If 1+ ten digits is used to dial a local call, the dedicated access facility will accept and complete the call. All calls routed over the dedicated access facility will be considered a long distance call and will be billed as such.

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OH00404

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**PRICE LIST** *continued.*

Calling Card Service

Rates and Charges *continued*

A. Per Minute Usage Rate

Per Minute Usage Rate \$0.10

B. Calling Card Features

The following features are available:

Calling Card Features

Additional Calling Card Services

A. Operator Assistance

Per Minute Rate \$0.60

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**PRICE LIST** *continued***8XX Toll Free Service****Rates and Charges****A. Toll Free Vanity Number**

Monthly Recurring Charge	-
Nonrecurring Charge	\$25.00
Move Charge	\$25.00
Change Charge	\$25.00
Restore Charge	\$25.00

**B. Toll Free Directory Listing**

Monthly Recurring Charge	\$15.00
Nonrecurring Charge	-
Move Charge	-
Change Charge	-
Restore Charge	-

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Case No. 04-\_\_\_\_-TP-\_\_\_\_

OH00404



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**PRICE LIST** *continued***8XX Toll Free Service** *continued*Rates and Charges *continued*

## C. Routing Charges

## 1. Time of Day

Monthly Recurring Charge	-
Nonrecurring Charge	\$25.00
Move Charge	\$25.00
Change Charge	\$25.00
Restore Charge	\$25.00

## 2. Day of Week

Monthly Recurring Charge	-
Nonrecurring Charge	\$25.00
Move Charge	\$25.00
Change Charge	\$25.00
Restore Charge	\$25.00

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Case No. 04-\_\_\_\_-TP-\_\_\_\_

OH00404

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**PRICE LIST** *continued***8XX Toll Free Service** *continued*Rates and Charges *continued*C. Routing Charges *continued*

## 3. Day of Year

Monthly Recurring Charge	-
Nonrecurring Charge	\$25.00
Move Charge	\$25.00
Change Charge	\$25.00
Restore Charge	\$25.00

## 4. Percent Allocation

Monthly Recurring Charge	-
Nonrecurring Charge	\$25.00
Move Charge	\$25.00
Change Charge	\$25.00
Restore Charge	\$25.00

## 5. Special Routing

Monthly Recurring Charge	-
Nonrecurring Charge	\$25.00
Move Charge	\$25.00
Change Charge	\$25.00
Restore Charge	\$25.00

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Case No. 04-\_\_\_\_-TP-\_\_\_\_

OHO0104

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**PRICE LIST** *continued***8XX Toll Free Service** *continued*Rates and Charges *continued*

## D. LD Split Per Minute Rates

## 1. Switched Service

	<u>0 - 10,000</u>	<u>10,001 - 50,000</u>	<u>50,001-100,000</u>	<u>100,001 or more</u>
12 Month Term	\$0.054	\$0.047	\$0.046	\$0.045)
24 Month Term	\$0.048	\$0.047	\$0.046	\$0.044
36 Month Term	\$0.047	\$0.046	\$0.045	\$0.043

## 2. Switchless

Per Minute Rate	\$0.055
-----------------	---------

## 3. Dedicated Service

	<u>75,000-125,000</u>	<u>125,001-200,000</u>	<u>200,001-300,000</u>	<u>300,001 or more</u>
12 Month Term	\$0.049	\$0.048	\$0.047	\$0.046
24 Month Term	\$0.044	\$0.043	\$0.042	\$0.041
36 Month Term	\$0.043	\$0.042	\$0.041	\$0.040

Returned Item Charge

(N)

Returned Item Charge	\$25.00
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|  
(N)

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Vice President-Regulatory Midwest  
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Indianapolis, Indiana 46268

OH0519

TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT B

PROPOSED REVISED TARIFF PAGES

**This tariff, P.U.C.O. Tariff No. 7 filed by Time Warner Telecom of Ohio, L.L.C., cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. Tariff No. 3.**

**This tariff is being replaced in accordance with Ohio Case No. 06-1345-TP-ORD, dated September 26, 2007. Detariffed services are available at [www.twtelecom.com](http://www.twtelecom.com) and may also be viewed at the Company's headquarters: 10475 Park Meadows Drive, Suite 400, Littleton, CO 80124**

TITLE PAGE  
  
OF  
  
DETARIFFED AND UNREGULATED INTERLATA TOLL  
  
COMMUNICATIONS SERVICES TARIFF  
  
**Time Warner Telecom of Ohio, L.L.C.**  
  
**90-9011-TP-TRF**  
  
**CASE No. 08-339-TP-ATA**

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Issued: April 2, 2008

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Issued by: Pamela Sherwood, Vice President - Regulatory Affairs  
4625 W.86<sup>th</sup> Street, Suite 500  
Indianapolis, IN 42628

OH0803

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original	*	26	Original	*		
1	Original	*	27	Original	*		
2	Original	*					
3	Original	*					
4	Original	*					
5	Original	*					
6	Original	*					
7	Original	*					
8	Original	*					
9	Original	*					
10	Original	*					
11	Original	*					
12	Original	*					
13	Original	*					
14	Original	*					
15	Original	*					
16	Original	*					
17	Original	*					
18	Original	*					
19	Original	*					
20	Original	*					
21	Original	*					
22	Original	*					
23	Original	*					
24	Original	*					
25	Original	*					

\* - Indicates pages included with this filing.

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4625 W.86<sup>th</sup> Street, Suite 500  
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OH0803

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### EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

C - To signify changed regulation.

D - To signify discontinued rate or regulation

I - To signify increased rate.

M - To signify text moved to another location.

N - To signify new regulation or text.

R - To signify decrease in rate.

T - To signify a change in text.

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OH0803



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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

### 1.0 DEFINITIONS

8XX - A long distance call where the charges are incurred by the party receiving the call.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Commission - Public Utilities Commission of Ohio.

Company or Carrier - Time Warner Telecom of Ohio, L.L.C. unless otherwise clearly indicated by the context.

Company Calling Card: A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Company to place telephone calls and to have the charges for such calls billed to the Customer's account.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with Company's tariff.

Dedicated Long Distance - The direct dial service over the Company's carrier's digital network via a DS1 connection between the Company's switch and the carrier's nearest hub.

End User - A Customer or any other person authorized by a Customer to use service provided under this tariff.

Integrated Business Line Service – Service provided to Customer that allows the grouping of rate components to meet a Customer's specific needs.

LATA - Local Access Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company.

Off-Net – Service provided by the Company that is carried in part on the Company's network.

On-Net – Service provided by the Company that is carried entirely on the Company's network.

---

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.0 DEFINITIONS, (Cont'd.)

Station: The term "station" denotes the network control signaling unit and any other equipment provided at the customer's premises which enables a Customer to establish communications connections and to effect communications through such connections.

Station-to-Station: Two Point Service is that service where the person originating the call from other than a public or semipublic coin telephone dials the telephone number desired and the call is completed without the assistance of a Company operator and the call is not billed to a number other than the originating number.

Subscriber - The person, firm, Customer, corporation or other entity that arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others under the provisions and terms of this tariff.

Switched Services - Services provided to Customers that utilize Time Warner switching equipment or Access Service for the origination of interLATA toll calls.

Switchless Services - Services provided to Customers that utilize another carrier's switching equipment or Access Service for the origination of interLATA toll calls.

Terminating Direct: An 8XX service whereby traffic is terminated to the customer location via a company owned or leased dedicated circuit.

VersiPak: Service offered by the Company that allows the grouping of rate components to meet a Customer's specific needs.

---

SECTION 2 - GENERAL REGULATIONS

2.0 General Regulations

Please refer to the Company's Local Exchange Services Tariff. P.U.C.O. Tariff No. 8, for all applicable Rules and Regulations.

2.1 Undertaking of Company

The Company is a resale common carrier providing interLATA long distance service within the State of Ohio. The service can be provided via a switched or switchless environment.

2.2 Priority of Service

In case a shortage of facilities exists at any time either for temporary or protracted periods, the furnishing of Long Distance Message Toll Service will be furnished, in all cases, pursuant to any applicable federal or state prioritization requirements.

---

## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

### 2.3 Limitations on Liability

#### 2.3.1 Indemnification by Customer

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: (1) all other claims arising out of any act or omission of the Customer or any person utilizing the Customer's codes, services, or facilities, with or without the consent or knowledge of the Customer; (2) all claims, demands, losses or liabilities including, but not limited to, fees and expenses of counsel arising out of any damage to business property, or injury to, or death of any person, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer.

#### 2.3.2 Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-provided equipment or premises wire.

#### 2.3.3 Use of Facilities of Other Companies

When the facilities of other Companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

---

## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

### 2.3 Limitations on Liability, (Cont'd.)

#### 2.3.4 Liability of the Company

No liability of any nature whatsoever, including but not limited to consequential damages, shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, or its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or nonregulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) in the absence of gross negligence or willful misconduct.

The Company is not liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or its agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees.

The Company will not be liable under any circumstances for any act, omission, error, mistake, interruption or delay of any person or entity owning telecommunications facilities used by the Customer in conjunction with the Company's service; or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer.

The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by acts of God, war, fire, riots, government authorities, or other causes beyond the Company's control.

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

Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld by a court of law. Approval by the Commission merely recognizes that since it is the 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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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.4 Use

2.4.1 Service is provided for use by the customer and may be used by others when so authorized by the customer, provided that all such usage shall be subject to the provisions of this tariff, and shall not affect the customer's responsibility for all payments required under this tariff.

2.4.2. Use of Service for Unlawful Purposes

Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law, or if the Company receives other evidence that such service is or will be used for such purposes.

2.4.3 Use of Service With Customer-Provided Equipment

Customer-provided terminal equipment and communications systems may be connected to exchange facilities of the Company subject to the regulations, rates and changes applicable to the facilities as provided for in the Company's Tariffs.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.5 Customer Terminal Equipment and Channels

2.5.1 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. The Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations shall register all such terminal equipment and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

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## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

### 2.5 Customer Terminal Equipment and Channels, (Cont'd.)

#### 2.5.2 Inspections

The Company's facilities and service must be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

If harm to the Company's network, personnel or services are imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.



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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.6 Liability for Calling Card Fraud

The Customer is liable for the unauthorized use of the company's facilities, equipment, and services obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.

The Customer's liability for unauthorized use shall not exceed the lesser of \$50 or the amount of services obtained by unauthorized use prior to notification to the Company. Notwithstanding the foregoing, in situations where the Company issues 10 or more calling cards to a customer for use by its employees, the Company and the Customer may agree on the Customer's liability for unauthorized use on a case-by-case basis without regard to this subsection.

The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, written notice shall be sent to the Company's principal office as designated herein and will be effective when received, and oral notice shall be made by contacting a Company representative at the Company's listed telephone number.

The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of the Company Calling Cards assigned to the Customer. In addition, the Company may, but is not required to, block calls on a Company Calling Card personal identification number which the Company believes to be unauthorized or fraudulent.

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## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

### 2.7 Payment Arrangements

#### 2.7.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

#### 2.7.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

## 2.7 Payment Arrangements, (Cont'd.)

## 2.7.2 Billing and Collection of Charges, (Cont'd.)

- E. If the Company receives any portion of the payment after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within 30 days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F. Objections to billed charges must be reported to the Company within eighteen (18) months of receipt of billing. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-565-8982. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Service Monitoring and Enforcement Department  
Public Utilities Commission of Ohio  
180 East Broad Street, Tenth Floor  
Columbus, Ohio 43215-3793  
Toll Free Telephone: 1-800-686-7826  
TTY Toll Free Telephone: 1-800-686-1570  
From 8:00 AM to 5:30 PM (EST) weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).  
Residential Customers may also contact the Ohio Consumers' Counsel  
for assistance with complaints and utility issues at:  
Toll Free Telephone: 1-877-742-5622  
From 8:00 AM to 5:00 PM (EST) weekdays or at [www.pickocc.org](http://www.pickocc.org).

- G. If service is disconnected by the Company and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, restoration of service will be subject to restoration charges.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause

- A. The Company will notify, or attempt to notify, a Customer before service is refused or disconnected when any of the following conditions exist:

All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

1. A violation of or noncompliance with the Commission's then-current regulations governing services supplied by the Company;
2. A violation of or noncompliance with the Company's rules or tariffs on file with the Commission;
3. A failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services; or
4. A refusal by the Customer to permit Company access to its facilities or equipment.

- B. The Company will notify, or attempt to notify, the Customer before service is disconnected when the Customer has committed a fraudulent practice as set forth and defined in this tariff. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause, (Cont'd.)

- C. No notice is required to disconnect or refuse service in the following instances:
1. When an emergency may threaten the health or safety of a person or the network. If service is disconnected, the Company shall act promptly to assure restoration of service as soon as possible;
  2. In the event of a Customer's use of telecommunications equipment in such a manner as to adversely affect the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
  3. In the event of tempering with any facilities or equipment furnished and owned by the Company.
- D. Service may be discontinued for payments that are past due as specified on the bill. Payment due dates will be at least fourteen days from the date of the postmark of the bill. Written notice will be sent prior to discontinued at least seven days prior to the date of discontinuation of service. Exceptions and notice requirements will comply with Commission rules and orders in effect at the time.
- E. Upon the Company's discontinuance of service to the Customer under this tariff, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause, (Cont'd.)

- F. The Customer is responsible for providing adequate access lines to enable the Company to terminate all 8XX Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 8XX Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 8XX Toll Free Service, with thirty (30) days written notice.

2.7.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.5 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.7.5 A through 2.7.5 C will be calculated and applied on a case-by-case basis.

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## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

### 2.7 Payment Arrangements, (Cont'd.)

#### 2.7.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

#### 2.7.7 Returned Item Charge

A charge will be assessed for any check or other form or payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank of financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

Minimum	Maximum
\$12.50	\$50.00



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## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

### 2.7 Payment Arrangements, (Cont'd.)

#### 2.7.8 Suspension of Service for Nonpayment

The Company may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, the Company 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 Public Utilities Commission of Ohio's (PUCO) rules, or
- (b) the Company, exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or
- (c) the Company attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved tariff.

When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select the Company as its 1+ carrier of choice, the Company may, subject to its tariffed toll deposit policies and the Commission's rules on establishment of service (See Rules 4901:1-5-14 and 4901:1-5-15, Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5-14 (A)(3), O.A.C., but the Company may negotiate a lower deposit.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.8 Suspension of Service for Nonpayment, (Cont'd.)

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

Upon payment by the Customer of all past due toll debt to the toll provider or to the Company acting on behalf of the toll provider, the Company will notify the Customer's local carrier that the block can be lifted and all 1+ dialing capabilities, including 10-XXX, will be restored.

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## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

### 2.8 Customer Deposits and Advance Payments

#### 2.8.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished or, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

#### 2.8.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance Rule 4901:1-170-05 of the Ohio Administrative Code. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus 30% of the monthly estimated charge for a specified Customer or; two (2) month's charges for a service or facility which has a minimum payment period of one month.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.8 Customer Deposits and Advance Payments

2.8.2 Deposits, (Cont'd.)

- B. A deposit may be required in addition to an advance payment.
- C. Upon discontinuance of service, the Company, within forty-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- D. Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:17-05 of the Ohio Administrative Code Deposits held for less than 180 days will not accrue interest.

2.9 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, term or condition not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the PUCO.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.10 Automatic Number Identification

2.10.1 Regulations

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

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

## 2.11 Service Level Standards and Credit Allowances for Service Interruption

## 2.11.1 Service Level Standards

The Company offers the following service level standards for long distance facilities:

Criterion	Definition	Standard
Dial Tone Delay	The specific time between Customer's going off-hook and the receipt of dial tone from the service telephone central office	2.0 seconds maximum
Post Dial Delay	The time from when the last digit is dialed to the moment the phone rings at the receiving location	2.0 seconds maximum
Noise	Unwanted electrical signals introduced into the telephone lines by circuit component or natural disturbances which tend to degrade the performance of the line.	17 dBmC maximum
Signal Loss	The diminishment of the signal level strength resulting in decay and quality of the call and signaling	3 dB maximum
Minimum Loop Current	Minimum level of current between the originating and terminating locations of a call required to support accurate signaling on the call.	23 mA
Grade of Service	The probability that an attempted call will receive a busy signal, expressed as a decimal fraction. This factor is applicable only to the Company's network and not to any portions of the underlying network provided by another telephone service carrier.	P.01 or better
Criterion	Definition	Standard
Change of RespOrg	The transition of management and administration of a Customer's 8XX telephone number records in the 8XX Service Management System. This standard is applicable when a Customer transfers 8XX telephone number service from one carrier to another.	10 days maximum

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Issued: April 2, 2008

Effective: April 2, 2008

Issued by: Pamela Sherwood, Vice President - Regulatory Affairs  
4625 W.86<sup>th</sup> Street, Suite 500  
Indianapolis, IN 46228

OH0803

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

## 2.11 Service Level Standards and Credit Allowances for Service Interruption, (Cont'd.)

## 2.11.2 Calculation of Credit for Service Interruption

The Company guarantees that voice services shall have a minimum service availability of 99.99%. Availability is defined as the time the Company's network is available for processing a telephone call. The Company shall credit Customer's invoice for service interruptions of five minutes or more. Credit allowance will be calculated as a percentage of the monthly recurring charge for the affected service(s) as follows:

Length of Interruption	Credit Allowance
More than 5 minutes up to 4 hours	5%
More than 4 hours up to 8 hours	10%
More than 8 hours up to 12 hours	15%
More than 12 hours up to 16 hours	20%
More than 16 hours up to 24 hours	35%
More than 24 hours up to 96 hours	67%
Over 96 hours	100%

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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### SECTION 3 - SERVICE DESCRIPTIONS AND RATES

#### 3.1 Directory Assistance

A Customer may obtain the assistance in determining telephone numbers within the customer's local calling area within the state of Ohio at the rate specified below by calling the Directory Assistance operator.

Directory Assistance, per call	\$0.95
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#### 3.2 Toll Blocking

Toll Blocking is an optional feature that permits a Customer to restrict access from its telephone lines or trunks to certain toll services. The following toll service blocking options are available at no charge to TWTC long distance business Customers.

Blocking Option	Description
O+	Restricts access to IntraLATA and InterLATA calls placed through the local operator
OO+	Restricts access to IntraLATA and InterLATA calls placed through the long distance operator
O1	Restricts access to operator assisted international calls
O+NPA+555	Restricts access to directory assistance. (Access to directory assistance will be permitted via 411 unless the Customer also requests 411 blocking.)
411	Restricts access to directory assistance. (Access to directory assistance will be permitted via O+NPA+555 unless the Customer also requests O+NPA+555 blocking.)
O11	Restricts access to all international direct dialed calls and all direct dialed calls to the following Caribbean countries: Anguilla; Bahamas; British Virgin Islands; Dominican Republic; Jamaica; Northern Marianas Islands; St. Vincent and Grenadines; Antigua/Barbuda; Barbados; Cayman Islands; Grenada; Midway/Wake Island; St. Kitts & Nevis Islands; Trinidad and Tobago; American Samoa; Bermuda; Dominica; Guam; Montserrat; St. Lucia; and Turks & Caicos. This option includes "O1" restriction for access to operator assisted international calling.

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Issued: April 2, 2008

Effective: April 2, 2008

Issued by: Pamela Sherwood, Vice President - Regulatory Affairs  
4625 W.86<sup>th</sup> Street, Suite 500  
Indianapolis, IN 46228

OH0802



TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT C

SUMMARY OF CHANGES

## Exhibit C

### Time Warner Telecom of Ohio, L.L.C. InterLATA Toll Communications Services Tariff

#### Narrative of Tariff Changes

P.U.C.O Tariff No. 7 replaces P.U.C.O Tariff No. 3 in its entirety. The following pages have been removed from P.U.C.O Tariff No. 3 and are being posted on the Company's web site of [www.twtelecom.com](http://www.twtelecom.com).

<b>Section</b>	<b>Pages Removed</b>	<b>Service Removed</b>
2 - Rules and Regulations	5 5.9.4	Tax Language Negotiated Rates and Competitive Discounts
3 - Description of Service and Rates	5.9 - 5.9.1 6, 6.1, 6.1.1 6.2 – 6.6 7 – 7.2 7.3 7.4 – 7.8 9 9.0.1	Blank Pages InterLATA Calling Service Description Blank Pages Calling Card Service Description 8XX Toll Free Service Blank Pages Pay Telephone Surcharge Blank Page
4 - Promotions	9.1 – 9.1.22	Individual Promotion Descriptions, Rates
5 – Grandfathered Services	9.2 – 9.4 9.5 – 9.8 9.9 – 9.10 9.11	TimeOut (1+Dialing) Service TimeCard (Calling Card) Service TimeLine 8XX (Toll Free) Service Perfect Ten Toll Option
Price List	10 10.0.1 10.1 10.1 10.1 11 - 13 14 15 - 17 18 - 21 22 23 - 26	TimeOut (1+Dialing) Rates TimeLine 8XX (Toll Free) Rates TimeCard (Calling Card) Rates Pay Telephone Surcharge Rates Perfect Ten Toll Option Rates TIGR InterLATA Calling Rates TIGR Calling Card Rates TIGR 8XX Toll Free Rates InterLATA Calling Rates Calling Card Rates 8XX Toll Free Rates

This tariff also adds Liability of the Company language and updates Billing and Collection of Charges language, updated Commission information for disputed bills, per the Public Utilities Commission of Ohio. Rates are now included with the service description in the tariff

TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT D

EXPLANATION OF COMPLIANCE WITH RULE  
4901:1-6-05(G)(3) REGARDING DISCLOSURE OF RATES, TERMS AND CONDITIONS FOR  
DETARIFFED SERVICES

Web Address, and Company physical address where Customers may obtain copies of the materials and publications in Compliances with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3).

Rates, terms and conditions for Time Warner Telecom of Ohio, LLC are available at can be located on the Company's website [www.twtelecom.com](http://www.twtelecom.com). Copies may also be obtained at the Company's main office at 10475 Park Meadows Drive, Littleton, CO 80124.

TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT E

CUSTOMER NOTICE

Copy of the Customer Notice of detariffing and related changes (4901:1-06-16(B) to include where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).



February 26, 2008

Dear Customer:

Beginning on April 2, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by Time Warner Telecom will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

These services include, but are not limited to, Business Bundles and Integrated Services, CLASS and Custom Calling Features, Listings and Toll Services.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Time Warner Telecom 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 a service catalog online at [http://www.twtelecom.com/cust\\_center/state\\_tariffs.html](http://www.twtelecom.com/cust_center/state_tariffs.html) or you can request a copy of this information by contacting the Customer Care Group at 10475 Park Meadows Drive, Littleton, CO 80124 or by calling 1-800-565-8982.

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, please call our Customer Care group at 800-565-8982, visit us at <http://www.twtelecom.com/> or call your local account team at the number below:

Columbus Office: 614-255-2100

Cincinnati Office: 513-644-8901

Dayton Office: 937-425-8249

Thank You,

Time Warner Telecom

TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT E

CUSTOMER NOTICE AFFIDAVIT

CUSTOMER NOTICE AFFIDAVIT

STATE OF INDIANA


SS:

COUNTY OF MARION

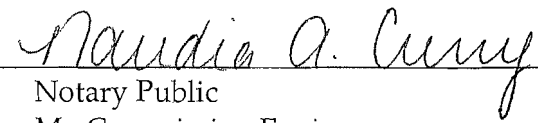
AFFIDAVIT

I, Pamela Sherwood, am an authorized agent of the applicant corporation, Time Warner Telecom of Ohio, LLC, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers by a separate letter sent via US Mail on February 26, 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 2/27/08 Indianapolis, IN  
(Date) (Location)

/s/  2/27/08  
Pamela Sherwood, Vice President (Date)

Subscribed and sworn to before me this 27<sup>th</sup> of February, 2008  
(Date)

  
Notary Public  
My Commission Expires:

NAUDIA A CURRY  
NOTARY PUBLIC STATE OF INDIANA  
HENDRICKS COUNTY  
MY COMMISSION EXP. DEC. 10, 2009

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**Case No(s). 08-0339-TP-ATA**

Summary: Application Application to Detariff Certain Tier 2 Services electronically filed by Mrs. Barbara E. del Castillo on behalf of Time Warner Telecom of Ohio,LLC