

LARGE FILING SEPERATOR SHEET

CASE NUMBER: 08-441-TP-ATA

FILE DATE: 4/3/08

SECTION: 1 OF 2

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APPLICATION

NC
FILE
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April 2, 2008

VIA OVERNIGHT DELIVERY

Renee J. Jenkins
Director of Administration
Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, OH 43215-3793

Re: Inter-Tel NetSolutions, Inc.
Case No.: 06-1402-TP-ACE

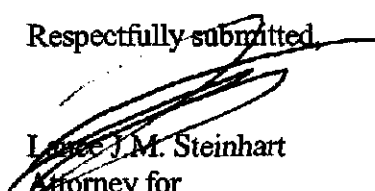
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PUCO

Dear Ms. Jenkins:

Pursuant to the Matter of the Review of Chapter 4901:1-6, Ohio Administrative Code, Case No. 06-1345-TP-ORD dated September 19, 2007, enclosed please find for filing an original and seven (7) copies of Inter-Tel NetSolutions, Inc.'s Detariffing and Related Actions Application Form, with all required attachments.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope. If you have any questions, or if I may provide you with additional information, please do not hesitate to contact me.

Respectfully submitted,


Lance J.M. Steinhart
Attorney for
Inter-Tel NetSolutions, Inc.

Enclosures

cc: Jon Brinton (w/enc)

This is to certify that the images appearing are an
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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 Inter-Tel NetSolutions,)
Inc.)
to Detariff Certain Tier 2 Services and make other changes)
related to the Implementation of Case No. 06-1345-TP-ORD)

TRF Docket No. 90-

Case No. - -TP - ATA

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) Inter-Tel NetSolutions, Inc.

DBA(s) of Registrant(s)

Address of Registrant(s) 4310 East Cotton Center Blvd., Suite A-100, Phoenix, Arizona 85040

Company Web Address www.inter-tel.com

Regulatory Contact Person(s) Jon Brinton, Vice-President

Phone (602) 253-6004

Fax (602) 254-9634

Regulatory Contact Person's Email Address jon_brinton@inter-tel.com

Contact Person for Annual Report Jon Brinton, Vice-President

Phone (602) 253-6004

Address (if different from above)

Consumer Contact Information Allison Dunmire, Customer Service Manager

Phone (800) 821-1661

Address (if different from above)

Part I – Tariffs

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

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

Carrier Type	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input 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"> citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
<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, Inter-Tel NetSolutions, Inc., 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 March 12, 2008 at Phoenix, Arizona



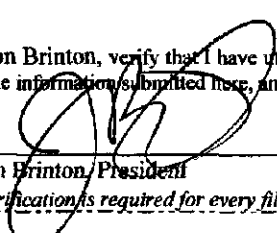
Jon Brinton, President

March 12, 2008

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

VERIFICATION

I, Jon Brinton, 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.



*Jon Brinton, President

March 12, 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

OH DETARRIFING

LIST OF EXHIBITS

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

Exhibit A

Existing Affected Tariff Pages

TITLE PAGE

OHIO

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

INTER-TEL NETSOLUTIONS, INC.

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of intrastate (intraLATA and interLATA) Telecommunications Services provided by Inter-Tel NetSolutions, Inc., with corporate offices at 3550 North Central Avenue, Suite 800, Phoenix, Arizona 85012, and Business Offices at 885 Trademark Drive, Reno, Nevada 89511, to Customers within the state of Ohio. Authority to provide Service was granted in Case No. 02-2357-CT-ACE, on October 16, 2002. This Tariff is on file with the Public Utilities Commission of Ohio and copies may be inspected, during normal Business Hours, at the Company's principal place of business.

Date Issued: September 11, 2002

Issued by:

Effective Date: October 11, 2002

Jon Brinton, President
Inter-Tel NetSolutions, Inc.
3550 North Central Avenue, Suite 800
Phoenix, Arizona 85012

CHECK SHEET

Pages in this Tariff are effective as of the date shown at the bottom of the respective page(s). 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.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
1	Original*	31	Original*	61	Original*
2	Original*	32	Original*	62	Original*
3	Original*	33	Original*	63	Original*
4	Original*	34	Original*	64	Original*
5	Original*	35	Original*	65	Original*
6	Original*	36	Original*	66	Original*
7	Original*	37	Original*	67	Original*
8	Original*	38	Original*	68	Original*
9	Original*	39	Original*	69	Original*
10	Original*	40	Original*	70	Original*
11	Original*	41	Original*	71	Original*
12	Original*	42	Original*	72	Original*
13	Original*	43	Original*	73	Original*
14	Original*	44	Original*	74	Original*
15	Original*	45	Original*	75	Original*
16	Original*	46	Original*	76	Original*
17	Original*	47	Original*	77	Original*
18	Original*	48	Original*	78	Original*
19	Original*	49	Original*	79	Original*
20	Original*	50	Original*	80	Original*
21	Original*	51	Original*	81	Original*
22	Original*	52	Original*	82	Original*
23	Original*	53	Original*	83	Original*
24	Original*	54	Original*	84	Original*
25	Original*	55	Original*		
26	Original*	56	Original*		
27	Original*	57	Original*		
28	Original*	58	Original*		
29	Original*	59	Original*		
30	Original*	60	Original*		

* Indicates a sheet submitted with this filing.

Date Issued: September 11, 2002

Issued by:

Effective Date: October 11, 2002

Jon Brinton, President
Inter-Tel NetSolutions, Inc.
3550 North Central Avenue, Suite 800
Phoenix, Arizona 85012

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Jon Brinton, President
Inter-Tel NetSolutions, Inc.
3550 North Central Avenue, Suite 800
Phoenix, Arizona 85012

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Date Issued: September 11, 2002

Issued by:

Effective Date: October 11, 2002

Jon Brinton, President
Inter-Tel NetSolutions, Inc.
3550 North Central Avenue, Suite 800
Phoenix, Arizona 85012

APPLICATION OF TARIFF

Inter-Tel NetSolutions, Inc. is a Texas corporation with its corporate headquarters in Phoenix, Arizona. The Company provides Telecommunications Services in Ohio. This Tariff contains the description of the Services offered, the terms and conditions under which each of its Services is provided, and all effective rates and charges applicable to the furnishing of Intrastate Interexchange Service by the Company in the state of Ohio. The rates and Services provided in this Tariff are filed at the Commission pursuant to state statutes and the rules adopted by the Commission. Only those Services, terms and conditions, and rates and charges contained in this Tariff may be provided to Customers within the state of Ohio.

Date Issued: September 11, 2002

Issued by:

Effective Date: October 11, 2002

Jon Brinton, President
Inter-Tel NetSolutions, Inc.
3550 North Central Avenue, Suite 800
Phoenix, Arizona 85012

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal point and a number are added. For example, a new page added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.(A)
 - 2.1.1.(A).1
 - 2.1.1.(A).1.(a)
 - 2.1.1.(A).1.(a).I
 - 2.1.1.(A).1.(a).I.(i)
 - 2.1.1.(A).1.(a).I.(i).(1)
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the Pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions in a filing are designated by an asterisk (*). The Tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

**CONCURRING, CONNECTING, OR
OTHER PARTICIPATING CARRIERS**

1. Concurring Carriers - None.
2. Terminating Carriers - None
3. Other Participating Carriers - None.
4. Billing Agents - None

Date Issued: September 11, 2002

Issued by:

Effective Date: October 11, 2002

Jon Brinton, President
Inter-Tel NetSolutions, Inc.
3550 North Central Avenue, Suite 800
Phoenix, Arizona 85012

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS

1.1 Symbols

The following symbols will be used in the right-hand margins of revised Tariff pages to indicate changes made on the pages:

C – Indicates a change in a regulation but no change in a rate or charge

D – Indicates a discontinued rate or regulation.

E – Indicates a correction of an error made during a previous revision

I – Indicates a change resulting in an increase to a Customer's bill

M – Indicates moved text

N – Indicates a new rate or regulation

R – Indicates a rate reduction

T – Indicates a change in text but no change in rate or regulation

In addition to symbols for revisions, each provision or rate element changed will contain a vertical line that will identify the lines being changed.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)**1.2 Definitions**

Account means either a Customer's physical location or individual Service represented by a unique account number within the Company's billing system. Multiple Services, each with a unique account number, may be part of one physical location.

Application for Service means a standard form that includes all pertinent billing, technical, and other descriptive information that will enable Company to provide and bill for Services. The Company's order process that includes technical, billing and other descriptive information provided by Customer that allows the Company to provide requested communications Services for Customer and Customer's Authorized Users. Upon acceptance by the Company, the Application for Service becomes a binding contract between Customer and the Company for the provision and acceptance of Services.

Authorized User means a person that is either authorized by the Customer to use telephone Service at the Customer's Premise or other location, or is placed in a position by the Customer, either through acts or omission, to use the Customer's Service.

Business Hours means the time after 5:00 A.M. and before 6:00 P.M. Pacific Time, Monday through Friday, excluding holidays.

Business Office means the primary location where the business operations of the Company are performed and where copies of the Company's Tariffs are made available for public inspection. The Business Office address is 885 Trademark Drive, Reno, Nevada 89511.

Calling Card Service means a telephone calling card issued by the Company, at the Customer's request, that enables the Customer or Authorized Users to place calls over the network and to have the charges for such calls billed to the Customer's Account.

Central Office means a Local Exchange Carrier's office where a Customer's lines are terminated for the purpose of offering Local Exchange Service and to connect with Interexchange Carriers.

Company means Inter-Tel NetSolutions, Inc.

Commission means the Public Utilities Commission of Ohio.

Date Issued: September 11, 2002

Issued by:

Effective Date: October 11, 2002

Jon Brinton, President
Inter-Tel NetSolutions, Inc.
3550 North Central Avenue, Suite 800
Phoenix, Arizona 85012

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)

1.2 **Definitions (continued)**

Customer or Subscriber means a person or other entity that orders Service and is responsible for payment of charges due and compliance with the Company's Tariff.

Customer-Provided Equipment means Terminal Equipment provided by the Customer to utilize the Company's Service.

Customer Trouble Report means any oral or written report given to the Company's repair service or contact person by a Customer relating to a defect or difficulty or dissatisfaction with the provision of the Telecommunications Service provided by the Company.

Delinquent means a payment for a billing for Services to be provided, which is not in dispute and for which payment is not received on or before the due date printed on the Customer's bill.

Discontinuance means the disconnection of a Service or a circuit, dedicated access line, or port connection being used for existing Service.

End User means the ultimate user of the Telecommunications Services.

Equipment means the physical components utilized to provide Service.

Exchange means a geographic area established and approved by the Commission for the administration of Local Exchange Service in a specified area that usually embraces a city, town, or village and its environs. It may consist of one or more Central Offices together with associated plant used in furnishing communication Service in that area.

Facility or Facilities means any item or items of communications plant or Equipment used to provide or connect to the Company's Services.

FCC means the Federal Communications Commission.

Interexchange Carrier or IXC means a common carrier that provides long distance domestic and international Interexchange Services to the public.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)

1.2 **Definitions (continued)**

Interexchange Service means the provision of long distance service between LATAs.

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

Local Access Facility means the channel provided by the LEC (or other Local Service Provider) to connect the Point-of-Presence to a Customer location.

Local Exchange Company (LEC) means the telephone company that furnishes Local Exchange Services to Customers.

Local Exchange Service means access to the Public Switched Telephone Network and the ability to make calls in a Customer's geographic area without incurring toll charges.

Monthly Recurring Charges means the monthly charges to the Customer for Services, Facilities, and Equipment, which continue for the agreed upon duration of the Service.

Nonbusiness Hours means the time period after 6:00 P.M. and before 5:00 A.M., Pacific Time, Monday through Friday, all day Saturday, Sunday, and the dates the following holidays are observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

Non-Recurring Charge (NRC) means the initial charge, usually assessed on a one-time basis, to initiate and establish Service.

Other Common Carrier means a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications Service.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)

1.2 Definitions (continued)

Premises means a building or buildings on contiguous property (except railroad rights-of-way, etc.).

Primary Interexchange Carrier (PIC) means the Interexchange Carrier to which a switched access line is presubscribed.

Rate Periods - The times included in the terms Peak Rate Period and Off-Peak Rate Period shall be as follows:

Peak Rate Period: Monday-Friday, 8:00 a.m. - 5:00 p.m.

Off-Peak Rate Period: All time periods not included in Peak Period.

Service means Service in its broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished or supplied by the Company in the provision of Telecommunications Service to its Customers.

Service Commencement Date means the first day that the requested Service or Facility is available for use, unless extended by the Customer's refusal to accept Service that does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the Customer used the Service or Facility.

Service Order means the written request for Service executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Service Commencement Date.

Switch means an electronic device that is used to provide circuit sharing, routing, and control of Telecommunications Services.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)

1.2 Definitions (continued)

Tariff means a document filed with the Public Utilities Commission of Ohio or the FCC that describes Services, Facilities, Equipment, and pricing offered by the Company to all potential Customers.

Telecommunications Service means any Service provided by the Company, including voice, data, and all other types of communications services, that provides for the transmission, reception, and switching of electronic or optical signals by wire, fiber, or electromagnetic means.

Timely Payment means a payment on a Customer's Account made on or before the due date.

Terminal Equipment means telephones and other Equipment installed at the end of a telephone line.

Underlying Carrier means the provider of Telecommunications Services whose network is being utilized to transmit and receive the Customer's telecommunications traffic.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company provides long distance Telecommunications Services originating and terminating throughout the state of Ohio in accordance with the terms of this Tariff.

The Company is authorized to serve as its Customers' agent for purposes of ordering changes to and maintenance of the Telecommunications Services provided by any Interexchange or Local Exchange Company that may be necessary to implement and maintain the Company's Services provided to a Customer. The Company is authorized by its Customers to deal directly with any such carriers and with any other vendor in all matters pertaining to its provision of Service to a Customer. A Customer's appointment of the Company as its agent shall not apply to any software modifications that may be necessary with respect to traffic routing or least-cost routing features or functions, which modifications must be made by the Customer through appropriate interaction with the responsible vendor of such features or functions. The Company's appointment as a Customer's agent remains in effect unless modified or revoked in writing or other means approved by the Commission.

- 2.1.2 The Company is responsible under this Tariff only for the Services and Facilities provided herein, and it assumes no responsibility for any Service provided by any other entity.
- 2.1.3 Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such Services are being used in violation of the law.
- 2.1.4 The Company's Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.5 The Company will comply with all rules and regulations of the Commission.

SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Terms and Conditions

- 2.2.1 Except as otherwise provided herein, the minimum period of Service is one month (30 days). The Company will issue a billing invoice monthly.
- 2.2.2 Any termination of Service shall not relieve Customer of its obligation to pay any charges incurred under the Service Agreement and this Tariff prior to termination. The Company's and the Customer's rights and obligations, which by their nature extend beyond the termination of the term of the Service Agreement, shall survive such termination.
- 2.2.3 This Tariff shall be interpreted and governed by the regulations of the Public Utilities Commission of Ohio, Ohio statutes addressing telecommunications, and the contract and common laws of the State of Texas. This choice of law provision shall not be interpreted to require jurisdiction of any judicial matters in Texas.

SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Obligations of the Customer

2.3.1 When placing an order for Service, the Customer must provide:

- (A) The name(s) and address of the person(s) responsible for the payment of charges for Service; and
- (B) The name(s), telephone number(s), and address(es) of the Customer contact person(s); and
- (C) The payment of all applicable charges pursuant to this Tariff.

2.3.2 The Customer must reimburse the Company for damages to, or loss of, Facilities or other Equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;

2.3.3 The Customer must provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Facilities and Equipment. The Customer may be required to install and maintain Facilities and Equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

- 2.3.4 The Customer must comply with all laws and regulations applicable to, and obtain all consents, approvals, licenses and permits as may be required with respect to, the location of Facilities and Equipment in any Customer Premises or the rights-of-way for which Customer is responsible, and granting or obtaining permission for the Company at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing Facilities or Equipment;
- 2.3.5 The Customer may not create or allow to be placed or maintained any liens or other encumbrances on Facilities or Equipment; and
- 2.3.6 The Customer must make Facilities and Equipment located on the Customer's Premises available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.4 Liability of the Customer

- 2.4.1 The Customer will be liable for damages to Facilities or Equipment and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.4.2 To the extent caused by any negligent or intentional act of the Customer, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party and (2) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party.
- 2.4.3 The Customer shall not assert any claim against any other Customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended to expand the Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence. Clean up here?

SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Claims

2.5.1 With respect to any Service or Facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all loss, claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- (A) Any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) Any claim, loss damage, expense or liability for infringement of any copyright, patent, trade mark or service mark, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer arising out of the material, data, information, or other content transmitted over the network, including use of Services or Facilities in a manner not contemplated by the agreement between the Customer and the Company.
- (C) Any act or omission of: (a) the Customer, (b) any other entity furnishing Service, Facilities, or Equipment for use in conjunction with Services or Facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
- (D) Any delay or failure of Service, Facilities, or Equipment due to causes beyond the Company's control, including but not limited to, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotion; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of Facilities or Equipment provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (E) Any unlawful or unauthorized use of Services or Facilities;

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SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Claims (continued)

- (F) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided Services or Facilities; or by means of the combination of Company-provided Services or Facilities;
- (G) Breach in the privacy or security of communications;
- (H) Changes in any of the Facilities, operations or procedures of the Company that render any Services, Facilities, or Equipment provided by the Customer obsolete, or require modification or alteration of such Services, Facilities, or Equipment, or otherwise affect their use or performance, except where the Customer provides the Company of its requirement for reasonable notice and such notice is not provided to the Customer, in which event the Company's liability is limited as set forth in of Sections 2.27 et seq.
- (I) Defacement of or damage to Customer Premises resulting from the furnishing of Services or Equipment on such Premises or the installation or removal thereof;
- (J) Injury to property or injury or death to persons, including claims for payments made under workers' compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's Facilities or Equipment connected, or to be connected to the Company's Facilities;
- (K) Any noncompletion of calls due to network busy conditions;
- (L) Any calls not actually attempted to be completed by the Company during any period that Service is unavailable; or
- (M) Any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's Services or Facilities.

SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Payment for Service

2.6.1 The Customer is responsible for payment of all charges for Service and Facilities furnished by the Company to the Customer or Authorized Users. For business customers, if any entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a Service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer. The Customer shall be notified in advance of such charges.

2.6.2 All charges due from the Customer are payable to any agency duly authorized by the Company to receive such payments. The billing agency may be the Company, an agent of the Company, a credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.

2.6.3 Adjustments to the Customer's bill(s) may be made by the Company to the extent that circumstances exist that reasonably indicate that such changes are appropriate.

2.7 Returned Check Charge

2.7.1 A returned check charge in the amount of the greater of one percent (1%) of the amount owed or \$20.00 shall be applied if a check offered by a Customer for payment of Service provided is dishonored by a 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 or other financial institution.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Transfer or Assignment

2.8.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- (A) The Customer of record (Assignor Customer) requests such assignment or transfer in writing at least fifteen (15) days prior to the effective date of any requested assignment or transfer; and,
- (B) The new Customer (Assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the Assignor Customer for use of the Company's Services. These obligations include all outstanding indebtedness for the use of the Company's Service; and,
- (C) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to an Assignee Customer within fifteen (15) days of receipt of the request. Consent to such transfer or assignment will not be unreasonably withheld.
- (E) Such a transfer will be treated as a Discontinuation of existing Service and installation of new Service, and Non-Recurring Installation Charges as stated in this Tariff will apply.

2.8.2 Any permitted transfer or assignment of the Company's Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

2.8.3 This Tariff, in its entirety, shall apply to all such permitted assignees or transferees.

SECTION 2 - RULES AND REGULATIONS (continued)

2.9 Use of Service

- 2.9.1 The Company's Service(s) may be used for any lawful purpose within the scope of the Company's certificated authority and consistent with the transmission and switching parameters of the Facilities or Equipment utilized by the Company in the provision of such Service(s).
- 2.9.2 The use of the Company's Service(s) to make calls that might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonable interfere with use by others, is prohibited.
- 2.9.3 Business and residential Customers may not purchase Services for aggregation, sharing, or resale purposes. The Company's Services may not be resold for any purpose unless the Customer is a duly authorized regulated common carrier.
- 2.9.4 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.9.5 The use of the Company's Service(s) without payment for Service(s) or attempting to avoid payment for Service(s) by fraudulent means, devices, or schemes, such as false or invalid numbers, credit cards or phone cards or numbers of such cards, is prohibited.
- 2.9.6 The Company's Service(s) may be denied or Discontinued for nonpayment of charges or for other violations of this Tariff as provided in MTSS Rule 17.
- 2.9.7 Any charges for long distance, toll, or other Services are billed to, due from, and payable by the Customer unless billed directly to the Customer by another provider of Services.

SECTION 2 - RULES AND REGULATIONS (continued)

2.9 Use of Service (continued)

2.9.8 Prohibited Uses

- (A) The Company's Services shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may block any signals being transmitted by Customers over its network that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company

- 2.10.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in the installation, transmission, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing Service(s) or Facilities, representations, or use of these Services shall, in no event, exceed an allowance equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur, as described in Sections 2.27 et seq.
- 2.10.2 When the Company uses the Facilities of other carriers, the Company is not liable for any act or omission of the other carrier(s).
- 2.10.3 The Company shall not be liable for claim or loss, expense or damage (including, but not limited to, direct, indirect, reliance, consequential, incidental, or special damages or lost revenues or profits), for any interruption, delay, error, omission, or defect in any Service, Facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, its employees, or agents, by any malfunction of any Service or Facility provided by an Underlying Carrier, by, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control, whether a claim for such liability is premised upon breach of contract, tort, misrepresentation, fraud, or any other theory, and regardless of the foreseeability of such damages.
- 2.10.4 The liability of the Company for damages arising out of the furnishing of its Services including, but not limited to, Service outages, installation, activation, termination, delay, transfers, interruptions, errors or other defects, representations by the Company, or use of the Services or damages arising out of the failure to furnish the Service whether caused by act or omission, shall be limited to the extension of allowances for interruption as described in Sections 2.27 et seq. and shall be the sole remedy of the Customer and the sole liability of the Company.

SECTION 2 - RULES AND REGULATIONS (continued)**2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company (continued)**

- 2.10.5 The Company will not be liable for any direct, indirect, incidental, special, reliance, consequential, exemplary or punitive damages or lost profits suffered by the Customer for any reason whatsoever in connection with or arising out of its provision of Services including, but not limited to, Service outages, installation, activation, termination, interruption, delay, or transfer, whether caused by any act or omission, including, but not limited to, mistake, negligence of the Company's employees or agents, failure to perform or provide any Service, or any failure in or breakdown of Facilities, whether a claim for such liability is premised upon a Deceptive Trade Practices Act, breach of contract, tort, misrepresentation, fraud, or any other theory, and regardless of the foreseeability of such damages.
- 2.10.6 The Company will comply with the MTSS Rule 16 pertaining to refunds for overbilling. If a Customer believes that the Company has charged an amount greater than the Company's Tariff, terms and conditions of Service, or Customer-specific contract, the Customer must submit a claim for overpayment to the Company.
- 2.10.7 The Company will comply with the MTSS Rule 16 pertaining to refunds for overbilling. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- 2.10.8 For charges for Services prior to notification of the Company by the Customer of a loss or theft incident, the Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's Services. A Customer may dispute charges pursuant to MTSS Rules 5 and 6.

SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company (continued)

- 2.10.10 The Company shall not be liable for any defacement of or damages to the Premises of a Customer resulting from the furnishing of Service(s) or the attachment of Equipment, instruments, apparatus, and associated wiring furnished by the Company on the Customer's Premises or by the installation or removal thereof, that is not the direct or indirect result of the Company's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of the Company without written authorization by the Company. Customer will indemnify and save the Company harmless from any claims of the owner of Customer's Premises or other third party for such damages.
- 2.10.11 The Company shall not be liable for any delay or failure of Service, Facilities, or Equipment due to causes beyond its control, including but not limited to: fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, Interexchange Carriers, Local Exchange Carriers, suppliers, and subcontractors) or other such cause beyond its reasonable control, including failures or fluctuations in electrical Equipment; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties. Both parties retain all rights of recourse against any third parties for any failures that may create a force majeure condition for the other party.
- 2.10.12 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company's or the Customer's Facilities or Equipment used for or with the Services the Company offers; or (b) for the acts or omissions of Other Common Carriers or Local Exchange Companies.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company (continued)

2.10.13 The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-Provided Facilities or Equipment.

2.10.14 The Company shall use reasonable efforts to make Services available by the estimated Service Commencement Date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated Service Commencement Date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by vendor(s), and any delays due to the inability of any Local Exchange Company or Underlying Carrier to meet such estimated Service Commencement Date that is beyond the Company's control and upon which the Company is relying to provide Service. The Company will comply with MTSS Rule 16 in these situations.

2.10.15 With respect to the Services, Facilities, Equipment and materials provided hereunder, the company makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

SECTION 2 - RULES AND REGULATIONS (continued)

2.11 Limitations on the Use of Service

- 2.11.1 Service is offered subject to the availability of the necessary Facilities or Equipment and subject to the provisions of this Tariff. The obligation of the Company to provide Service is dependent upon its ability to procure and maintain Facilities that are required to meet Customer's order for Service. The Company will make all reasonable efforts to secure the necessary Facilities.
- 2.11.2 The Company reserves the right to limit or to allocate the use of existing Facilities, or Facilities in the process of being acquired by the Company, when necessary because of lack of Facilities, relevant resources, or due to causes beyond the Company's control. In addition, the Company reserves the right to discontinue Service when Customer is using the Service in violation of law or the provisions of this Tariff.
- 2.11.3 The Company does not undertake to transmit messages, but offers the use of Facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

SECTION 2 - RULES AND REGULATIONS (continued)

2.12 Rendering and Payment of Bills

The Company will comply with MTSS Rules 15 and 17.

- 2.12.1 Service is provided on a monthly (30 day) basis. Initial charges for Monthly Recurring Charges for a partial month will be prorated.
- 2.12.2 Billing of Customers is scheduled monthly. The bill statement date is dependent on the billing cycle assigned to the Customer.
- 2.12.3 Customers will receive bills by one of two methods:
 - (A) Customers may be billed directly by the Company.
 - (B) Customers may be billed on the Company's behalf by a third party billing service.
- 2.12.4 A bill will be considered rendered to the Customer after having been deposited in the United States mail for two days with postage prepaid. If the delivery is by other than United States mail, the bill will be considered rendered when delivered to the last known address of the Customer in the Company's billing records.
- 2.12.5 Each Customer's monthly bill will provide detailed information on charges for Services obtained from the Company, including the specific date and time of each call, its duration, place of termination, and charge. Monthly Recurring Charges are billed monthly in advance. Usage charges are billed in arrears.
- 2.12.6 Bills are payable upon receipt and in accordance with the terms of this Tariff. All charges for Services are payable only in United States currency, and may be made by check, money order, or cashiers check.
- 2.12.7 The Customer is responsible for all charges for Services and Facilities furnished by the Company to Customer and to all End Users authorized by Customer, including all calls placed from the Customer's location or by use of the Customer's authorization code(s).

SECTION 2 - RULES AND REGULATIONS (continued)

2.12 Rendering and Payment of Bills (continued)

2.12.8 Payments must be sent to the Company's address listed on the bill.

2.12.9 If the Company does not receive payment by the date due, the Customer's Account will be considered Delinquent. The Company may impose a maintenance or delinquency fee on Delinquent Accounts per the schedule of rates in Section 2.12.14.

2.12.10 Each bill shall also provide the following information:

- (A) Name and address of Customer;
- (B) Customer's Account number and phone number;
- (C) Itemized charges and taxes;
- (D) Balance forward and balance due;
- (E) Due date;
- (F) A customer service number to call to discuss questions about the bill; and
- (G) Any information needed to comply with the Commission's rules.

2.12.11 For Delinquent Customers whose Service is Discontinued, the Monthly Recurring Charges 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.

2.12.12 If the Customer's payment is not received by the due date specified on the bill, the Company, at its discretion, may debit any credit card number provided by the Customer for the full amount of the invoice plus any late charges that may apply.

SECTION 2 - RULES AND REGULATIONS (continued)

2.12 Rendering and Payment of Bills (continued)

- 2.12.13 The Customer shall be responsible for payment of all costs of collection of past due amounts, including reasonable attorney's fees incurred by the Company.
- 2.12.14 A late fee of 1.5 percent per month will be charged for past due Accounts unless otherwise prescribed by law, in which event the past due Accounts fee will be charged at the highest rate allowed by law.
- 2.12.15 In the event of any change in the rates or tariffs of the carriers whose Services the Company resells to its Customers, the Company shall revise this Tariff and provide its Customers 30 days' written notice of any effect of such change in the billing rate of or Service provided to the Customer. Unless a Customer notifies the Company of its request for alteration or termination of Services, any new billing rate or Service change shall be deemed accepted and effective the date specified in the Company's notice.

SECTION 2 - RULES AND REGULATIONS (continued)

2.13 Billing Dispute Resolution

The Company will comply with MTSS Rule 5.

2.13.1 Questions regarding the Company's Services or charges assessed on a Customer's bill may be directed to the Company's Customer Service Department toll-free at (800) 821-1661

2.13.2 The Company shall investigate the particular case and report the results to the Customer.

2.13.3 During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount.

2.13.4 The Customer must pay the undisputed part of the bill, and if the undisputed charges are not paid, the Company may discontinue Service.

2.13.5 In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission. The Company shall provide the Customer with the following information:

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

SECTION 2 - RULES AND REGULATIONS (continued)

2.14 Taxes, Fees and Assessments

- 2.14.1 The Customer is responsible for the payment of all state, local, and E9-1-1 taxes, surcharges, utility fees, or other similar fees (i.e. gross receipts tax, sales tax, municipal utilities tax) that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff.
- 2.14.2 These charges may appear as separate line items on the Customer's bill, as opposed to being included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff.
- 2.14.3 The Company shall not assess separately any fees or surcharges, other than government-approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Case No. 89-563-TP-COI.
- 2.14.4 The Company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges.
- 2.14.5 Additionally, an addendum to the price list stating what the line item charge is and the length of time the charge will be imposed will be filed with the Commission.

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SECTION 2 - RULES AND REGULATIONS (continued)**2.15 Customer Application for Service**

Customers wishing to obtain Service from the Company must execute a Customer Service agreement that includes the Customer's authorization for the Company to instruct other carriers to provide certain Services on the Customer's behalf.

Service will be provided for the term of Service elected by the Customer in the Service Agreement it enters into with the Company. Unless the Company receives a written Service termination notice by the Customer on or before 30 days from the end of the agreed Service period, the Services provided hereunder shall continue on a monthly basis until either party shall give the other party at least 30 days' written notice.

2.16 Establishment or Reestablishment of Credit

The Company will comply with MTSS Rule 13. Applicants may be required at any time to make a deposit up to an amount equal to 230% of the average estimated annual charges for the Services to be provided. The Company reserves the right to examine a credit record of all applicants and Customers and refuse Service to Customers that are unable to demonstrate good credit or payment histories. Deposits shall be administered pursuant to Commission rules and this Tariff.

2.17 Equipment

Service(s) and Facilities may be used with or terminated at Customer-Provided Terminal Equipment or Customer-Provided Equipment, such as a telephone set. Such Terminal Equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Equipment that shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as approved by the Federal Communications Commission.

2.18 Installation

Service is installed upon mutual agreement between the Customer and the Company. The Service agreement does not alter rates specified in this Tariff.

SECTION 2 - RULES AND REGULATIONS (continued)

2.19 Customer Service

Company Customer Service representatives are available at (800) 821-1661 to assist with Customer Service and billing inquiries Monday through Friday between 5:00 a.m. - 6:00 p.m., Pacific Time. Customer inquiries may also be addressed in writing to the Company at the address provided in Section 2.20.2. Twenty-four hour emergency service is also available seven days a week by dialing (800) 927-6098.

2.20 Notices

2.20.1 Any notice or demand required of the Company will be effective when it is mailed, properly addressed, with postage prepaid to the Customer at the address listed in the Company's billing records.

2.20.2 Unless otherwise provided by these rules, any notice, including changes of address, from any Customer or his authorized representative must be given by written notice, by mail, to the Company's Business Office:

Inter-Tel NetSolutions, Inc.
885 Trademark Drive
Reno, Nevada 89511

SECTION 2 - RULES AND REGULATIONS (continued)

2.21 Cancellation of an Application for Service by the Customer

2.21.1 When a Customer cancels an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below:

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

2.22 Termination or Discontinuance of Service by the Customer

For Business Customers with a contract, the Customer is responsible for payment of all charges for Service furnished to the Customer prior to the actual termination of the Customer's Service. In addition, in the event a Customer terminates its Service Agreement with the Company prior to the end of the Service period specified therein, the Customer shall pay, in addition to all other charges due for Service provided, a sum equal to the average of one month's Service and long distance billing times the number of months remaining on the Service agreement plus a sum equal to the value of any promotional credit awarded the Customer during the term of the agreement.

SECTION 2 - RULES AND REGULATIONS (continued)

2.23 Denial of Service by the Company

2.23.1 In compliance with MTSS Rule 17, the Company may deny Service or cancel an Application for Service without incurring any liability under the following circumstances:

- (A) Non-payment of any sum owing to the Company;
- (B) For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, credit card numbers or pre-arranged Account code numbers;
- (C) The violation by the Customer of any law, rule or regulation of any governmental authority having jurisdiction over the Service;
- (D) The prohibition against the Company from furnishing Services by order of a court or other governmental authority having jurisdiction; or
- (E) The providing of false or misleading credit information by the Customer.

2.23.2 The Company will provide the Customer written notice of such discontinuance 10 days prior to discontinuance.

SECTION 2 - RULES AND REGULATIONS (continued)

2.24 Termination or Discontinuance of Service by the Company

The Company will comply with MTSS Rule 17.

2.24.1 The Company may terminate Service for any of the following reasons:

- (A) Connection of Service without authority;
- (B) Reconnection of Service without authority;
- (C) Where there are instances of tampering with the Company's Equipment, evidence of theft of Service, or other acts to defraud the Company;
- (D) Unauthorized use of telephone utility Equipment in a manner that creates an unsafe condition or creates the possibility of damage or destruction to such Equipment;
- (E) Nonpayment of any undisputed Delinquent charge or bill within the period prescribed in the Company's Tariff;
- (F) Excessive or improper use of Telecommunications Services, or used in such manner as to interfere with reasonable Service to other Customers.
- (G) Failure to substantially comply with terms of a settlement agreement;
- (H) Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility Equipment;
- (I) Upon material misrepresentation of identify in obtaining telephone utility Service; or
- (J) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved Tariffs.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.24 Termination or Discontinuance of Service by the Company (continued)

- 2.24.2 If requested by the Customer, the Company shall provide additional documentation to the Customer stating the reason(s) for termination of Service.
- 2.24.3 The suspension or discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for Service(s) furnished during the time of or up to suspension or discontinuance.
- 2.24.4 Upon the Company's discontinuance of Service to the Customer under this Section, all applicable charges shall become due. This is 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.
- 2.24.5 Residential Service may be discontinued during normal Business Hours on or after the date specified in the Discontinuation Notice. Service shall not be discontinued on a weekend, holiday, or the day before a weekend or a holiday unless the Company's offices are available to facilitate reconnection of Service.
- 2.24.6 The Company will comply with the rules of the Commission pertaining to the Discontinuation of Service

SECTION 2 - RULES AND REGULATIONS (continued)

2.24 Termination or Discontinuance of Service (continued)

2.24.7 The Company will not suspend or discontinue Service if the Customer, before the date of suspension or Discontinuation, establishes that suspension or Discontinuation will prevent the Customer from summoning emergency medical help for someone who is seriously ill residing at a residence served by the Company.

(A) Each time a Customer seeks to avoid Discontinuation of Service under this subsection, the Customer before the date of Discontinuation, shall:

1. Have the person's attending physician (for purposes of this subsection, the term Physician shall mean any public health official, including, but not limited to, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) contact the Company by the stated date of Discontinuation;
2. Have the person's attending Physician submit a written statement to the Company; and
3. The Customer must enter into a deferred payment plan with the Company.

(B) The prohibition against suspension or Discontinuation provided by this subsection shall last 63 days from the issuance of the Company's bill or a shorter period agreed upon by the Company and the Customer or physician.

SECTION 2 - RULES AND REGULATIONS (continued)

2.25 Restoration of Service

2.25.1 If Service has been Discontinued for nonpayment or as otherwise provided herein and the Customer wishes Service reinstated, Service shall be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

2.26 Continuity of Service

In the event of the Company's advance knowledge of an interruption of Service for a period exceeding 24 hours, the Company will use its best efforts to notify the Customer in advance by telephone or in writing.

SECTION 2 - RULES AND REGULATIONS (continued)

2.27 Allowances for Interruptions in Services

2.27.1 General

- (A) For Services not listed in Sections 2.29 et seq., a credit allowance will be given when Service is interrupted, except as specified in Section 2.27.2 following. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive Telecommunications Services, because of a failure of a component furnished by the Company under this Tariff. Services in Sections 2.29 et seq. list remedies for interruption of those services.
- (B) An interruption period begins when the Customer reports a Service, Facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the Service, Facility or circuit is operative.
- (C) If the Customer reports a Service, Facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its Premises for test and repair by the Company, the Service, Facility or circuit will be considered to be impaired but not interrupted. No credit allowances will be made for a Service, Facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or Customer Trouble Report results from the use of Facilities or Equipment provided by any party other than the Company, including but not limited to the Customer.
- (E) In order to be eligible for a credit allowance for interruptions in individual calls and for reaching wrong numbers, the Customer must notify the Company and furnish the called number, the trouble experienced, the type of service, and the time the call was placed.

SECTION 2 - RULES AND REGULATIONS (continued)

2.27 Allowances for Interruptions in Service (continued)

2.27.2 Limitations of Allowances

No credit allowance will be made for any interruption in Service:

- (A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer, Authorized User, or joint user;
- (B) Due to the failure of power, Equipment, systems, connections or Services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company, including interruptions caused by the Customer, Authorized User, or third parties, or Force Majeure events.
- (D) During any period in which the Company is not given full and free access to Facilities and Equipment for the purposes of investigating and correcting interruptions;
- (E) A Service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such Service. If the Service is interrupted, the Customer can get a Service credit, use another means of communications provided by the Company, or utilize another Service provider;
- (F) During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that Service was affected.
- (I) Non-completion of calls due to busy network conditions.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.27 Allowances for Interruptions in Service (continued)

- (J) Interruptions caused by the failure of a Private Line Service connected to a Private Line Local Channel Service, or vice versa. In such cases, only the failed portion of the overall Service will be eligible for a credit.
- (K) Interruptions due to the failure of the Company's enhanced services.
- (L) When the Customer elects other available credits, compensation, or remedies under this tariff or the applicable contract for the same interruption or failure.

2.27.3 Use of Another Method of Communications

If the Customer elects to use another means of Telecommunication Services during the period of interruption, the Customer must pay the charges for the alternative Service used.

2.27.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. The Customer will receive a credit only for those Services or Facilities on the interrupted portion of the circuit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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SECTION 2 - RULES AND REGULATIONS (continued)**2.27 Allowances for Interruptions in Service (continued)****(D) Interruptions of 24 Hours or Less**

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to, but not including, 3 hours	1/10 Day
3 hours up to, but not including, 6 hours	1/5 Day
6 hours up to, but not including, 9 hours	2/5 Day
9 hours up to, but not including, 12 hours	3/5 Day
12 hours up to, but not including, 15 hours	4/5 Day
15 hours up to, but not including, 24 hours	One Day

(E) Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

(F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

SECTION 2 - RULES AND REGULATIONS (continued)

2.28 Customer Liability for Fraud and Unauthorized Use of the Network

- 2.28.1 The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of Services or a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- 2.28.2 A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the network and to have the charges for such calls billed to the Customer's Account.
- 2.28.3 An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- 2.28.4 The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss or theft.
- 2.28.5 The Customer is responsible for payment of all charges for Calling Card Services furnished to the Customer or to users authorized by the Customer to use Service provided under this Tariff, unless the charges are due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer-Provided Equipment by third parties, the Customer's employees, or the public.
- 2.28.6 The Customer's liability for unauthorized use of the network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or Services obtained by the Unauthorized User before notification to the Company.

SECTION 2 - RULES AND REGULATIONS (continued)**2.29 Allowances for Interruptions in Frame Relay Service**

This Section describes the Company's measurements and standards for the percentage of time a Domestic Frame Relay (Frame Relay) Port is available for the Customer's use. The Company will maintain the following monthly Port availability, as applicable, or the Company will provide the Customer the remedies described in Section 2.29.3.

2.29.1 End-to-End Port Availability

- (A) Company provided Enhanced Metropolitan-Area SONET Access. The Company will maintain 100% end-to-end Port availability (Committed Port Availability) for each Domestic Port that utilizes Company-provided enhanced metropolitan-area SONET access.
- (B) Company provided Non-Enhanced Metropolitan-Area SONET Access or Dedicated Local Access. The Company will maintain 99.90% or greater end-to-end Port availability (Committed Port Availability) for each Domestic Port that utilizes Company provided non-enhanced metropolitan-area SONET access or dedicated local access.

2.29.2 POP-to-POP Port Availability.

The Company will maintain 100% POP-to-POP Port availability (Committed Port Availability) for each Domestic Port that utilizes Customer-provided local access.

- (A) Port Availability Calculation. Port availability is calculated monthly as follows:

$$\frac{(24 \text{ Hours} \times \text{Days in Month}) - \text{Port Outage Time (hours)}}{(24 \text{ Hours} \times \text{Days in Month})} = \text{Port Availability}$$

- (B) Components Included in Port Availability. Port availability is calculated based on the performance of:

1. All Frame Relay network components; and
2. Company provided local access facilities used to access the Frame Relay Network.

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SECTION 2 - RULES AND REGULATIONS (continued)**2.29 Allowances for Interruptions in Frame Relay Service (continued)**

- (C) Outage Time. Excluding outages caused by the factors listed below, outage time (Port Outage Time) is the total time in a month that a Customer's Port is unable to receive or transmit Local Management Interface (LMI) traffic. Port Outage Time does not include outages of less than 120 seconds duration, outages attributed to Ports that are added or reconfigured during the month, or time attributed to the Customer's delay in responding to the Company's requests for assistance to repair an outage. Port Outage Time will not include outages caused by:
1. Failure of any components not included in subsection 2.29.2 (B);
 2. Failure of Customer-provided local access facilities used to access the Frame Relay network;
 3. Scheduled maintenance from 12:01 – 5:00 A.M., Eastern time, every Sunday;
 4. Failure of any components beyond the Frame Relay side of a network-to network interface (NNI);
 5. Failure of any components on the ATM side of a Frame Relay-ATM gateway or the Internet or Intranet side of a Frame Relay-IP gateway;
 6. Failure of any components that the Company cannot correct because the Customer is inaccessible;
 7. Troubles resolved as "No Trouble Found";
 8. The Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by the Customer to use the Frame Relay Products and Services;
 9. The failure of any PVCs provisioned to the Port;
 10. The failure of any Company equipment, on the customer's premise, beyond the local telephone companies demarcation device or smart-jack; or
 11. The failure of any non-Company certified customer premise equipment (CPE) that terminates a Company Frame Relay connection.
- (D) Port Outage Time Measurement/Validation. Port Outage Time may be determined using the Company Trouble Ticket system.

SECTION 2 - RULES AND REGULATIONS (continued)**2.29 Allowances for Interruptions in Frame Relay Service (continued)****2.29.3 Port Availability Remedy**

If the Customer believes that the Company has failed to meet its Committed Port Availability, the Customer must contact Customer Service. Upon the Company's verification that the actual Port Availability is below the Committed Port Availability, the Company will issue a service credit (Service Credit) to the Customer. The Service Credit will equal the applicable amount from the table below. Service Credits will not exceed the limits in Section 2.29.4. Usage-based backup PVC's are not eligible for Service Credits.

<u>Total Monthly Port Outage Time</u>	<u>Service Credit*</u>
Less than or equal to 1 hour	2-Days Service Credit
Greater than 1 hour	2-Days Service Credit plus ½ -Day Service Credit for each whole hour of Port Outage Time in excess of 1 hour

- * 1-Day Service Credit is equal to 1/30 of the monthly recurring charge for the affected Port and the PVCs provisioned to the affected Port in the applicable month. N-Days Service Credit is equal to 1-Day Service Credit multiplied by N, where N is the number of Days of Service Credit.

2.29.4 Maximum Service Credits**(A) Monthly Service Credit.**

1. The combined cumulative total of Service Credits issued in any month for any PVC under this Section or any other Frame Relay credit will not exceed the monthly recurring charges for the affected PVC.
2. The combined cumulative total of Service Credits issued in any month for a Port under this Section or any other Frame Relay credit will not exceed the monthly recurring charges for the affected Port.

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SECTION 2 - RULES AND REGULATIONS (continued)**2.30 Allowances for Interruptions in PVC Delay Service**

This Section describes the Company's measurement and standards for the time it takes for data or voice traffic to cross the Domestic NetSolutions Frame Relay (Frame Relay) network.

2.30.1. Committed PVC Delay

- (A) **Company Commitment.** The Company will maintain the following average, end-to-end, one-way Domestic PVC Delay (Committed PVC Delay) based on the Customer's class of service (SNA, Voice or LAN) and access bandwidth, or the Company will provide the Customer the remedies described in Section 2.30.3.

Class of Service	SNA/Voice			LAN		
	DS1 NxDS1	256K- < DS1	56K- <256K	DS1 NxDS1	256K- < DS1	56K- <256K
Committed PVC Delay in milliseconds (ms)	Less than or equal to 55 ms	Less than or equal to 70 ms	Less than or equal to 115 ms	Less than or equal to 70 ms	Less than or equal to 85 ms	Less than or equal to 130 ms

If PVC end-points have different access bandwidths, the Committed PVC Delay value for the lower bandwidth end-point will apply. One millisecond of delay must be added to the below Committed PVC Delay values for each 100 fiber route miles over 3,500.

- (B) **Customer Requirements.** The Customer's Frame Relay Products and Services must have the following characteristics for this Section to apply:
1. Routers must be configured to support the testing methods described in subsections 2.30.2 (B) and (C) and must not be set in "Debug" mode;
 2. Both end-points must be Frame Relay Ports in Domestic locations; and
 3. Test/ping frame size must be 200 bytes.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.30 Allowances for Interruptions in PVC Delay Service (continued)

2.30.2 Average PVC Delay Calculation

(A) Calculation. End-to-End, one-way delay between 2 PVC end-points is based on the average delay response time as determined by either:

1. The Company's Web-based Network Manager SLA report; or
2. Customer-initiated Ping Tests for PVC. The calculation is as follows:

Average PING Round-Trip Response Time
– 9 ms (for router delay)
= One-Way PVC Delay

(B) Average PVC Delay Measurement Criteria using Customer-Initiated PING Tests. Customers using the PING test Method will measure Average PVC Delay in accordance with the following criteria:

1. PING Tests must be performed during the same 4-hour period for a minimum of 5 consecutive business days to determine a consistent average performance level for the calculation;
2. Customer initiation and termination routers and Ports connected by the Domestic PVC being tested must not exceed 60% Utilization during the PING Test; and
3. PINGs must be initiated one-way.

SECTION 2 - RULES AND REGULATIONS (continued)

2.30 Allowances for Interruptions in PVC Delay Service (continued)

(C) PING Test Parameters. The PING Test parameters are:

1. The PING initiation location is the IP address of the local router's serial Port that is directly connected to the Company's Frame Relay network;
2. The PING termination location is the IP address of the remote router's serial Port that is directly connected to the Frame Relay network;
3. The PING type is IP ICMP;
4. The PING size is 200 bytes; and
5. The number of PINGS in a PING Test equals a minimum of 20 PINGS for each 64k of bandwidth for the lower speed PVC endpoint. For example, if a Host T1 Port is connected to a Remote 128k Port, there are 40 PINGS in the PING test (i.e., $\text{PING Number} = (128,000/64,000) \times 20 = 40$).

(D) Components Included in Average PVC Delay. Subject to the exceptions listed in subsection 2.30.2 (E), average PVC delay is calculated based on the performance of:

1. All Frame Relay network components;
2. Company provided local access facilities used to access the Frame Relay network; and
3. Company provided Customer Premise Equipment (CPE).

SECTION 2 - RULES AND REGULATIONS (continued)

2.30 Allowances for Interruptions in PVC Delay Service (continued)

(E) Components Excluded from Average PVC Delay. Average PVC Delay does not include delays caused by:

1. Failure of any components not included in subsection 2.30.2(D) above;
2. Failure of any components beyond the Frame Relay size of a network-to network interface (NNI);
3. Failure of any components on the ATM side of an ATM-Frame Relay Gateway Service or the Internet or Intranet side of a Frame Relay-IP Gateway Service;
4. The Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by the Customer to use the Frame Relay Products and Services;
5. Force majeure events;
6. Scheduled maintenance from 12:01 – 5:00 A.M., Eastern Time, every Sunday;
7. Any non-Company certified customer premise equipment (CPE) that terminates a Company Frame Relay connection; or
8. PVCs added or reconfigured during the month.

2.30.3 Average PVC Delay Remedy

If the Customer believes that the Company has failed to meet its Committed PVC Delay, the Customer must contact Customer Service. Upon verification that the actual Average PVC Delay is greater than the Committed PVC Delay, the Company will issue a service credit (Service Credit) to the Customer. The Service Credit will equal 50% of the monthly recurring charges for each affected PVC in the applicable month, not to exceed the limits in Section 2.30.4.

SECTION 2 - RULES AND REGULATIONS (continued)

2.30 Allowances for Interruptions in PVC Delay Service (continued)

2.30.4 Maximum Service Credits

- (A) **Monthly Service Credit.** The Service Credit issued in any month for PVC under this Section will not exceed 50% of the monthly recurring charges for the affected PVC. This Service Credit is in lieu of all other remedies for the affected PVC.
- (B) **Yearly Service Credit.** The combined cumulative total of Service Credits issued during a contract year under this Section and any other Frame Relay credits will not exceed 20% of the Customer's total Frame Relay Products and Services invoiced during that contract year.

SECTION 2 - RULES AND REGULATIONS (continued)**2.31 Allowances for Interruptions in Data Delivery Rate (DDR) Service**

This Section describes the Company's measurement and standards for the adjusted ratio of kiloframes delivered (Egress Kiloframes) to kiloframes offered (Ingress Kiloframes) to the Domestic NetSolutions Frame Relay (Frame Relay) network.

2.31.1 Committed DDR

The Company will maintain 99.0% or greater DDR for all Domestic 0 Committed Information Rate (CIR) PVCs and 99.9% or greater for all Domestic CIR PVCs (Committed DDR), or the Company will provide the remedies described in Section 2.31.4.

2.31.2 Committed DDR Calculation

- (A) Calculation. Subject to the excluded components listed in subsection 2.31.2(C), DDR is calculated using aggregate monthly statistics for all PVCs installed. DDR is calculated monthly as follows:

$$\frac{\text{Total Egress Kiloframes}}{\text{Total Ingress Kiloframes} - (\text{Bc} + \text{Be Exceeded Kiloframes})} = \text{DDR}$$

- (B) Definitions. The following definitions are used in this Section:

1. Bc (Committed Burst Size) – means the number of bits that the Frame Relay Network commits to transfer under normal conditions.
2. Be (Excess Burst Size) – means the number of bits over Bc that the Frame Relay Network attempts to transfer under normal conditions.
3. Bc + Be Exceed Kiloframes – means the number of Ingress Kiloframes that are discarded because the Customer's Equipment has transmitted them above the maximum rate for given PVC.

SECTION 2 - RULES AND REGULATIONS (continued)

2.31 Allowances for Interruptions in Data Delivery Rate (DDR) Service (continued)

(C) Components Excluded from DDR. The DDR calculation will not include data loss attributed to or caused by:

1. Failures of local access facilities used to access the Frame Relay Network;
2. Scheduled maintenance from 12:01 – 5:00 A.M., Eastern Time, every Sunday;
3. Failure of any components beyond the Frame Relay side of a network-to-network interface (NNI);
4. Failure of any components on the ATM side of a Frame Relay-ATM gateway or the Internet or Intranet side of a frame Relay-IP gateway;
5. Force majeure events;
6. The Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by the Customer to use the Frame Relay Products and Services;
7. The Customer's failure to transmit, in aggregate, at least 5,000 Kiloframes of data in any month;
8. Failures of usage-based backup PVCs or dial-up PVCs;
9. PVCs or Ports added or reconfigured during the month;
10. Lost call detail records resulting in inaccurate statistics; or
11. Failures of any non-Company certified customer premise equipment (CPE) that terminates on a Company Frame Relay connection.

2.31.3 DDR Measurement

DDR may be determined using the Company monthly Frame Relay Performance Report.

SECTION 2 - RULES AND REGULATIONS (continued)**2.31 Allowances for Interruptions in Data Delivery Rate (DDR) Service (continued)****2.31.4 DDR Remedy**

If the Customer believes that the Company has failed to meet its Committed DDR, the Customer must contact Customer Service. Upon the Company's verification that the actual DDR is below the Committed DDR, the Company will issue a service credit (Service Credit) to the Customer equal to 50% of the monthly charge for each affected PVC in the applicable month, not to exceed the limits in Section 2.31.5.

2.31.5 Maximum Service Credits**(A) Monthly Service Credit.**

1. The Service Credit issued in any month for a PVC under this Section will not exceed the monthly recurring Charges for the affected PVC. This Service Credit is in lieu of all other remedies for the affected PVC.
2. The Service Credit issued in any month for a Port under this Section will not exceed the monthly recurring charges for the affected Port. This Service Credit is in lieu of all other remedies for the affected Port.

(B) Yearly Service Credit. The combined cumulative total of Service Credits issued during a contract year under this Section and any other Frame Relay Slaps will not exceed 20% of the Customer's total Frame Relay Products and Services invoiced during that contract year.**(C) Contractual Service Credit.** Service Credits issued during a Contract Year for the Company's failure to meet this or any others under this Agreement will not exceed either 20% of the Customer's Minimum Annual Frame Relay Commitment or 20% of the Customer's Minimum Monthly Frame Relay Commitment.

Commitment multiplied by 12, as applicable. The Customer is entitled to this exclusive remedy, in lieu of other remedies, if Services fail to meet the applicable standards.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.31 Allowances for Interruptions in Data Delivery Rate (DDR) Service (continued)

2.31.6 Applicability

This Section applies to new Frame Relay Customers on or after October 1, 2001, or existing Frame Relay Customers who extend the Term of their existing Frame Relay Agreement.

SECTION 2 - RULES AND REGULATIONS (continued)**2.32 Allowances for Interruptions in Internet and IP Products**

This Section describes the Company's measurements and standards for the time it takes for data to cross the IP Network and the percentage of time a Port is available for the Customer's use.

2.32.1 Committed Network Delay

- (A) Company Commitment. The Company will maintain the following average round-trip POP-to-POP network delay (Committed Network Delay) for its IP Networks, or the Company will provide the Customer with the remedies described in Section 2.32.3.

Committed Internet Network Delay	Committed Intranet Network Delay
Less than or equal to 70 milliseconds (ms)	Less than or equal to 70 milliseconds (ms)

- (B) Customer Requirements. Both end-point NetSolutions Access Nodes must be located within the 48 contiguous United States or the District of Columbia.

SECTION 2 - RULES AND REGULATIONS (continued)**2.32 Allowances for Interruptions in Internet and IP Products (continued)****2.32.2 Average Network Delay Calculation.**

- (A) Average Network Delay is calculated by using Company initiated PING Tests, as follows:

1. Calculation for Dial IP Delay. POP-to-POP round-trip delay is the time it takes for a Company generated PING to go from a Company Rotary to a Company Ping server at the Company Access Node to which the Customer's IP site is connected and back to the Company Rotary. The performance guarantee is based on the monthly average delay response times for the Company initiated PING Tests at 10 Customer-selected Dial Access Sites. The calculation is as follows:

$$\frac{\text{Sum of Round-trip Delays (Internet or Intranet Networks)} \\ \text{For 10 Customer Selected Rotaries}}{10} = \text{Average Network Delay}$$

2. Calculation for Dedicated Internet Network Delay. POP-to-POP round-trip delay is the time it takes for a Company generated PING to go round-trip between two Company Access Nodes to which the Customer's IP sites are connected. The calculation is based on the monthly average delay response time.

SECTION 2 - RULES AND REGULATIONS (continued)

2.32 Allowances for Interruptions in Internet and IP Products (continued)

(B) **Definitions.** The following definitions are used in this Section:

1. **Rotary** – means the NPA-NXX-XXXX number dialed by the Customer's modems to access Company IP Networks.
2. **Company Access Node** – means Company owned facilities connected by SONET long- distance fiber lines that collectively form Company IP Networks.

(C) **PING Test Parameters.** The PING Test parameters are:

1. **The PING type is IP ICMP**
2. **The Ping size is 64 bytes; and**
3. **PING time-outs shall equal 1 second (1000 milliseconds).**

(D) **Components Included in Average Network Delay.** Subject to the exceptions listed in subsection 2.32.2(E), Average Network Delay is calculated based on the performance of:

1. **All IP Networks Components; and**
2. **Rotaries.**

SECTION 2 - RULES AND REGULATIONS (continued)

2.32 Allowances for Interruptions in Internet and IP Products (continued)

(E) Components Excluded From Average Network Delay. Average Network Delay does not include delays caused by:

1. Any components not included in subsection 2.32.2(D) above;
2. Failure of any components beyond the IP side of a network-to-network interface (NNI);
3. Failure of any components on the Frame Relay side of an IP-Frame Relay Gateway Service or the ATM side of an IP-ATM Gateway Service;
4. The Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by the Customer to use the IP Products and Services;
5. Scheduled maintenance from 12:00 A.M. – 6:00 A.M., Local time at site, Mondays for Internet, Wednesdays for Intranet.
6. Company operated modems and Company Domain Name Servers (DNS); or
7. Any components operated by an Internet Service Provider or a network operator other than Company.

2.32.3 Average Network Delay Remedy

If the Customer believes that the Company has failed to meet its Committed Network Delay, the Customer must contact Customer Service. Upon the Company's verification that the actual average network delay in a month is greater than the Committed Network Delay, the Company will issue a service credit (Service Credit) to the Customer. The Service Credit will equal 10% of the monthly recurring charge for the affected IP Port in the applicable month, not to exceed the limits in Section 2.32.4.

SECTION 2 - RULES AND REGULATIONS (continued)

2.32 Allowances for Interruptions in Internet and IP Products (continued)

2.32.4 Maximum Service Credits

- (A) Monthly Service Credit. Service Credits issued in any month for a Port under this Section will not exceed 10% of the monthly recurring charges for the affected Port.
- (B) Yearly Service Credit. The combined cumulative total of Service Credits issued during a Contract Year under this Section and any other credits will not exceed 20% of the Customer's total IP Products and Services invoiced during that Contract Year.
- (C) Contractual Service Credit. Service Credits issued during a Contract Year for the Company's failure to meet this or any other standards under this Agreement will not exceed either 20% of the Customer's Minimum Annual Commitment or 20% of the Customer's Minimum Monthly Commitment multiplied by 12, as applicable. The Customer is entitled to this exclusive remedy, in lieu of other remedies, if Services fail to meet the applicable standards.

SECTION 2 - RULES AND REGULATIONS (continued)

2.33 Committed Port Availability

This Section describes the Company's measurements and standards for Committed Port Availability. The Company will maintain the following monthly Port availability, as applicable, or the Company will provide the Customer with the remedies described in Section 2.33.4.

2.33.1 End-to-End Port Availability.

- (A) Company provided Enhanced Metropolitan-Area SONET Access. The Company will maintain 100% end-to-end Port availability (Committed Port Availability) for each Port that utilizes Company-provided enhanced metropolitan-area SONET access.
- (B) Company provided Non-Enhanced Metropolitan-Area SONET Access or Dedicated Local Access. The Company will maintain 99.90% or greater end-to-end Port availability (Committed Port Availability) for each Port that utilizes Company-provided non-enhanced metropolitan-area SONET access or dedicated local access.

2.33.2 POP-to-POP Port Availability

The Company will maintain 100% percent POP-to-POP Port Availability (Committed Port Availability) for each Port that utilizes Customer-provided local access.

SECTION 2 - RULES AND REGULATIONS (continued)

2.33 Committed Port Availability (continued)

2.33.3 Port Availability Calculation

(A) Calculation. Port availability is calculated monthly as follows:

$$\frac{(24 \text{ Hours X Days in Month}) - \text{Port Outage Time (hours)}}{(24 \text{ Hours x Days in Month})} = \text{Port Availability}$$

(B) Components Included in Port Availability. Port availability is calculated based on the performance of:

1. All IP Network components; an
2. Company provided local access facilities used to access the IP Network.

SECTION 2 - RULES AND REGULATIONS (continued)**2.33 Committed Port Availability (continued)**

(C) **Outage Time.** Excluding outages caused by the factors listed below, outage time (Outage Time) is the total time in a month that a Customer's Port is unable to transmit or receive High Level Data Link Control (HDLC) traffic. Outage Time is measured from the time the Company opens a trouble ticket to the time a problem is repaired. Outage Time does not include outages of less than 60 seconds duration, or time attributed to the Customer's delay in responding to the Company's requests for assistance to repair an outage. Outage Time will not include outages caused by:

1. Failure of any component not included in subsection 2.33.3(B);
2. Failure of Customer-provided local access facilities used to access the Company's IP Network;
3. Scheduled maintenance from 12:00 A.M. – 6:00 A.M., Local time at site, Mondays for Internet, Wednesdays for Intranet.
4. Failure of any components beyond the IP side of a network-to-network interface (NNI);
5. Failure of any components on the Frame Relay side of an IP-Frame Relay Gateway Service or the ATM side of an IP-ATM Gateway Service;
6. Failure of any components that the Company cannot correct because the Customer is inaccessible;
7. Troubles resolved as "No Trouble Found";
8. The Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by the Customer to use the IP Products and Services; or
9. Lateral Exchange Network Service.

SECTION 2 - RULES AND REGULATIONS (continued)**2.33 Committed Port Availability (continued)****2.33.4 Port Availability Remedy**

If the Customer believes that the Company has failed to meet its Committed Port Availability, the Customer must contact its Account Manager. Upon the Company's verification that the actual Port availability is below the Committed Port Availability, the Company will issue a service credit (Service Credit) to the Customer. The Service Credit will equal the applicable amount from the table below. Service Credits will not exceed the limits in Section 2.33.5.

<u>Total Monthly Outage Time</u>	<u>Service Credit*</u>
Less than or equal to 1 hour	2-Days Service Credit
Greater than 1 hour	2-Days Service Credit plus 1/2-Day Service Credit for each whole hour of Outage Time in excess of 1 hour

- * 1-Day Service Credit is equal to 1/30 of the monthly recurring charge for the affected Port in the applicable month. N-Days Service Credit is equal to 1-Day Service Credit multiplied by N, where N is the number of Days of Service Credit.

SECTION 2 - RULES AND REGULATIONS (continued)

2.33 Committed Port Availability (continued)

2.33.5 Maximum Service Credits

- (A) Monthly Service Credit. Service Credits issued in any month for a Port under this Section will not exceed the monthly recurring charges for the affected Port.
- (B) Yearly Service Credit. The combined cumulative total of Service Credits issued during a Contract Year under this Section and any other IP credits will not exceed 20% of the Customer's total IP Products and Services invoiced during that Contract Year.
- (C) Contractual Service Credit. Service Credits issued during a Contract Year for the Company's failure to meet this or any other standards will not exceed either 20% of the Customer's Minimum Annual IP Commitment or 20% of the Customer's Minimum Monthly IP Commitment multiplied by 12, as applicable. The Customer is entitled to this exclusive remedy, in lieu of other remedies, if Services fail to meet the applicable standards.

2.33.6 Applicability

This performance guarantee applies to new IP Customers on or after October 1, 2001, or existing IP Customers that extend the Term of their existing IP Agreement.

2.34 Voice Long Distance Service Interruptions

When the following interruptions or failures occur, Section 2.27 will apply and a credit allowance will be limited for the usage charge for the applicable call(s):

Interruptions in individual voice calls because of
Poor transmission (e.g., noisy circuit condition),
One-way transmission (one party is unable to hear the other), or
Involuntary disconnection (cut-off) of the call caused by the Company.

For outbound (originating) voice calls only, reaching the wrong number.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Call Timing for Usage Sensitive Services

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

- 3.1.1 Calls are timed and measured by the Underlying Carrier whose Services are resold by the Company, in accordance with its own Tariff.
- 3.1.2 Calls are measured in durational increments identified for each Service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.1.3 Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.1.4 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier. If the called station "hangs up" but the calling station does not, chargeable time ends when the automatic timing equipment in the network releases the connection.
- 3.1.5 When the Company's Services are directly connected to Customer-Provided Equipment at the Customer's Premises, chargeable time begins when a call terminates in, or passes through, the first Customer Equipment on that Customer provided communications system.
- 3.1.6 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.1.7 All times refer to local time of the calling party.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.2 Rate Period Overlap

Calls that overlap rate periods will be rated in relation to the amount of minutes that correspond to each rate period.

3.3 Minimum Call Completion Rate

The Company's network is engineered for network blockage purposes to a P.01 grade of service.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.4 WATS and Toll-Free Service Offerings

3.4.1 Direct Dial WATS/Day and Night Service

Basic "1+" direct dialed intrastate Telecommunications Service available in all equal access areas for use by subscribers 24 hours a day.

Calls are charged on a flat-rated, per minute of use basis, with peak and off-peak periods. Billing for this Service is calculated in six -second increments with an 18 second minimum call period.

One to five-digit accounting codes are available to enable Customers to easily track calls by project, client, department or other accounting group. A travel card is available to Customers at no extra charge.

3.4.2 T-1 WATS Service

Interexchange Service utilizing dedicated T-1 access for high volume Customers. Calls are charged on a flat-rated, per minute of use basis, with peak and off-peak periods. 24 separate access lines provide the capability of handling 24 simultaneous calls. Billed in six-second increments, with an 18 second minimum. Account and security codes are available.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.4 Service Offerings (continued)

3.4.3 Non-Dedicated Toll Free Service

This in-bound toll Service permits calls to be completed at the subscriber's location without charge to the calling party. Calls are charged on a flat-rated basis with peak and off-peak periods. Access to this Service is gained by dialing a 10-digit telephone number (800 or 888-NXX-XXXX) that will terminate at the subscriber's location. Toll Free access is available from anywhere in the United States.

The subscriber may elect to permit calls to originate from any location within the state or may geographically restrict access based on the caller's area code.

Calls are originated and terminated via normal shared use Facilities. The intrastate charge for switched Toll Free Service is a fixed rate per minute. Billed in six-second increments, with an 18 second minimum.

3.4.4 T-1 Toll Free Service

Toll Free flat usage-based rated Service utilizing dedicated T-1 access for high volume Customers. Calls are charged on a flat-rated, per minute of use basis, with peak and off-peak periods. Calls are billed in six-second increments, with an 18-second minimum. Special features include Route Advance, Dialed Number Identification Service, Area Code and Exchange Routing, Time Routing, Area Code Selection, and Automatic Number Identification.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.5 IntraLATA Long Distance Services

3.5.1 Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in this Tariff. Service is available for use by Customers twenty-four (24) hours a day. The Company's Long Distance Service enables a User of an Exchange access line to place calls to any station on the Public Switched Telephone Network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area. Such Service is offered for both intraLATA and interLATA calling. Customers must arrange for intraLATA and interLATA Service from the Interexchange Carriers of their choice. Customers may choose the Company as their carrier for intraLATA calls or interLATA calls.

3.6 Carrier Presubscription

3.6.1 Carrier Presubscription is a procedure whereby a Customer designates the Interexchange Carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.6 Carrier Presubscription (continued)

3.6.2 Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. Depending on the Service subscribed to by the Customer, the following options for long distance presubscription may be available:

Option A: Customer may select the Company as the presubscribed carrier for IntraLATA calls, subject to presubscription, and some other carrier as the presubscribed carrier for interLATA toll calls, subject to presubscription.

Option B: Customer may select no presubscribed carrier for intraLATA toll calls, which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice, and the Company for interLATA toll calls, subject to presubscription.

Option C: Customer may select the Company for intraLATA toll calls subject to presubscription and no presubscribed carrier for interLATA toll calls which will require the Customer to dial a carrier access code to route all interLATA toll calls to the carrier of choice.

Option D: Customer may select some other carrier as the presubscribed carrier for intraLATA toll calls, subject to presubscription, and the Company as the presubscribed carrier for interLATA calls, subject to presubscription.

Option E: Customer may select the company for both intra LATA and interLATA toll calls, subject to presubscription.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.6 Carrier Presubscription (continued)

3.6.3 Rules and Regulations

- (A) Customers of record will retain their Primary Interexchange Carrier(s) until they request that their dialing arrangements be changed.
- (B) Customers of record or new Customers may select Option A, B, C, D, or E for intraLATA Presubscription.
- (C) Customers may change their selected presubscribed Interexchange Carrier at any time, subject to charges specified in this Tariff.

3.6.4 Carrier Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in this Tariff, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.7 Special Features

3.7.1 The following special features are available with Non-Dedicated Toll Free and Dedicated Toll Free Service:

- (A) Enhanced Toll Free Routing - Routing is available to improve call handling efficiency and productivity by allowing the Customer to route traffic by service group, area code, time of day, day of week and day of the year.
- (B) Area Code Selection - Area Code Selection allows a Customer to geographically restrict access to its Toll Free number based on the call's area code.

3.7.2 The following special features are available with Dedicated Toll Free Service:

- (A) Route Advance - Route Advance ensures that all calls are answered during peak calling periods by overflowing to the Customer's local business lines.
- (B) Uniform Call Distribution - Uniform Call Distribution (UCD) enables a Customer's operators to work more efficiently by evenly distributing Toll Free calls over all lines in a service group.
- (C) Dialed Number Identification - Dialed Number Identification Service permits multiple Toll Free numbers to terminate on the same service group to increase the efficiency and cost effectiveness of each service group. The Customer's operators can provide more personalized customer service because they immediately know the 800 number the caller has dialed.

SECTION 3 - DESCRIPTION OF SERVICE (continued)**3.8 Calling Card Service**

The Company's Calling Card Service can be used for domestic or international calling at locations other than the Customer's Premises. Calling card calls can be placed from rotary and touch-tone phones. Multiple calls may be placed using the # button on a touch-tone phone. A scrambled 14-digit code provides security and lessens the chance for code abuse. A misdialed/correction feature permits fast, easy correction of misdialed numbers. Call detail is provided in conjunction with Calling Card Service and permits the Customer to monitor usage. The Company will replace lost or stolen cards quickly and at no charge to the Customer. Calls are billed in 60-second increments.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.9 Operator and Directory Assistance

The Company does not provide operator or directory assistance services.

3.10 Special Promotions

3.10.1 The Company may, from time to time, engage in special promotional trial Service offerings of limited duration designed to attract new Customers or to increase Customer awareness of a particular Tariff offering.

3.10.2 These promotional offerings may only apply to certain Services and may be limited to specific dates, times and locations.

3.10.3 Except for the rates charged under special promotions offerings, all other terms and conditions of Service contained in this Tariff will apply to such Service offerings.

3.10.4 Promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Company's Tariff as an addendum to the Company's price lists.

3.11 Competitive Pricing Promotions

3.11.1 The Company may, at its discretion, match certain standard or promotional offerings of other companies in order to acquire new Customers or to retain existing Customers. The Customer must demonstrate to the Company's satisfaction that 1) an alternative Service offering is valid and currently available from a competing company and 2) the Customer intends to either subscribe or remain subscribed with the competing company.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.12 Individual Case Basis Pricing

3.12.1 Individual Case Basis Pricing is a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

3.12.2 Rates, terms or conditions for Services may be determined on an Individual Case Basis and determined by contract between the Company and the Customer.

3.12.3 Customer-specific contracts may include, but are not limited to:

- (A) Central Office-based Services;
- (B) High Speed Private Line Services;
- (C) Customized Services that are unique because of size or configuration;
- (D) Customer volume or revenue commitments for which the Company must meet competitive demands of the marketplace
- (E) Any other Service for which the Company has authority to enter into Customer-specific contracts pursuant to the Commission's rules.

3.12.3 The Company will comply with the Commission's rules pertaining to ICB contracts.

SECTION 4 - RATES**4.1 Rate Applicability**

This Tariff is applicable to all Customers.

4.2 Rate Periods

Peak Rate Period: Monday-Friday, 8:00 a.m. - 5:00 p.m.

Off-Peak Rate Period: All time periods not included in Peak Period

4.3 Uncompleted Calls

No charge will be incurred for calls where there is a busy signal, or no answer from the called party.

4.4 T-1 and PRI Service

Service	NRC	MRC
T-1 (0 to 30 miles)	\$995.00*	\$300.00
T-1 (over 30 miles)	ICB	ICB
PRI	\$995.00*	\$500.00

* T-1 and PRI non-recurring charges are waived if the Customer enters into a 2 or 3 year contract with the Company

4.5 Expedite Fees

11-14 Business Days	\$750.00
15-21 Business Days	\$500.00

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SECTION 4 – RATES (continued)**4.6 WATS and Toll-Free Rates and Charges**

	<u>Service Type</u>	<u>All charges in dollars per minute</u> <u>Rate</u>
4.6.1	Direct Dial WATS/ Day and Night Service	\$0.049
4.6.2	T-1 WATS Service	\$0.045
4.6.3	Non-Dedicated Toll Free	\$0.049
4.6.4	T-1 Toll Free Service	\$0.045

4.7 Intrastate Long Distance Services

4.7.1	Intrastate Switched Long Distance	\$0.049
4.7.2	Intrastate Dedicated Long Distance	\$0.045
4.7.3	Intrastate Calling Card Long Distance	\$0.15

4.8 Carrier Presubscription Charges

Non-Recurring Charges
Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$ 5.00
Additional Line, Trunk or Port	\$ 1.50

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SECTION 4 – RATES (continued)**4.9 Special Features**

Enhanced Toll-Free Routing	ICB
Area Code Selection	ICB
Route Advance	ICB
Uniform Call Distribution	ICB
Dialed Number Identification	ICB
Non-Verified Account Codes	No charge

For Toll Free Services, there is a one-time charge of \$135.00 for selection of one or more originating area codes. The charge remains the same regardless of the number of area codes chosen. There is also a \$135.00 one-time charge to change an existing area code selection plan. The charge remains the same regardless of the number of area codes changed.

Security Codes	(verified account codes):
1-50 codes	\$ 5.00
51-200	\$10.00
201+	\$25.00

For Security Codes, there is a one-time charge of \$15.00 for installation and per change/day charge of 15.00.

4.10 Operator and Directory Assistance

The Company does not provide operator or directory assistance services.

SECTION 4 – RATES (continued)

4.11 Special Promotions

Reserved for future use.

4.12 Competitive Pricing Promotions

The Company may, at its discretion, match certain standard or promotional offerings of other companies in order to acquire new Customers or to retain existing Customers. The Customer must demonstrate to the Company's satisfaction that 1) an alternative Service offering is valid and currently available from a competing company and 2) the Customer intends to either subscribe or remain subscribed with the competing company.

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3550 North Central Avenue, Suite 800
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**RATES, TERMS AND CONDITIONS
RELATING TO THE PROVISION OF
LOCAL EXCHANGE SERVICES
IN THE STATE OF OHIO**

As Approved in Case No. 06-1402-TP-ACE

Effective Date: Decmeber 30, 2006

Ross McApline, President
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Phoenix, Arizona 85040

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of resold local exchange and interexchange service by Inter-Tel NetSolutions, Inc. ("the Company") in the calling areas defined herein.

The provision of local exchange and interexchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below.

- | | |
|---|---|
| C | To indicate changed regulation. |
| D | To indicate discontinued rate or regulation. |
| I | To indicate increased rate. |
| M | To indicate a move in the location of text. |
| N | To indicate new rate or regulation. |
| R | To indicate reduced rate. |
| S | To indicate reissued matter. |
| T | To indicate a change in text but no change in rate or regulation. |

EXPLANATION OF TERMS

ADVANCE PAYMENT

A payment that may be required by a local service provider as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

AUTHORIZATION CODE

A numerical code assigned to a Customer to enable the Company to identify the origin of the Customer so it may rate and bill the call.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

ATTENDANT

An operator of a PBX console or telephone switchboard.

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designated for permanent occupancy.

CALL INITIATION

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

EXPLANATION OF TERMS (cont'd)

CENTRAL OFFICE

An operating office of the incumbent local exchange company where connections are made between telephone exchange lines.

CUSTOMER

A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

DEPICING

DePICing service limits the Company's customer's toll access to 101XXXX and 0- dialing until the customer selects a different provider or until the toll service provider requests removal of the dePICing service.

EMERGENCY

A situation that appears to present immediate danger to person or property.

EMERGENCY SERVICE (ENHANCED 911)

Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

EXPLANATION OF TERMS (cont'd)

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

FINAL ACCOUNT

A customer's outstanding charges still owed to the Company.

INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

EXPLANATION OF TERMS (cont'd)

LAST NUMBER REDIAL

Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA

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

LOCAL CALL

A call which is not rated as a long distance call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

LOCAL SERVICE

Telephone exchange service within a local calling area.

MOVE

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

PBX

A private branch exchange.

EXPLANATION OF TERMS (cont'd)

PREPAID ACCOUNT

An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

PREPAID CALLING CARD

A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

PRESUBSCRIPTION

An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX STATIONS, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PROMPT PAYMENT

A customer has paid his bills for service for twelve consecutive months without having had service discontinued for nonpayment of his bill, and without having had more than two occasions on which his bill was not paid by the time specified by the regulations of the utility regarding prompt payment of bills, and the customer is not currently delinquent in the payment of his bills.

RATE CENTER

Company-designated service locations from which service is rendered or rated.

EXPLANATION OF TERMS (cont'd)

RECURRING CHARGES

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

SERVICE COMMENCEMENT DATE

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

SERVICE ORDER

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

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

SPEED CALLING

Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

EXPLANATION OF TERMS (cont'd)

TELECOMMUNICATIONS RELAY SERVICE (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls.

TELECOM UNIT

A measurement of telecommunications service equivalent to one minute of usage.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TOLL BLOCKING

Allows end users to block direct-dialed long distance calls from their telephones.

EXPLANATION OF TERMS (cont'd)

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

UNDERLYING CARRIER

The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the provision of toll services.

USER

A customer or any other person authorized by a Customer to use service provided under this Tariff.

1. Local Exchange Service Regulations

1.1 Undertaking of the Company

- A The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis. AT&T Ohio is the underlying incumbent local exchange carrier.
- B The Company is responsible under this tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity, not including agents of the Company. Customers may use services provided under this tariff to obtain access to services offered by other service providers. However, this does not permit the Company to offer any services it purchased from AT&T Ohio on a resale basis for resale to other carriers.
- C The Company will provide a toll-free number giving Customers access to service personnel 24 hours per day, 7 days per week.
- D The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

1.2 Terms and Conditions

- A Business Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Business Customer will be required to execute any other documents as may be reasonably requested by the Company.

1. Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- B** Business Service is provided for a minimum period of at least one month, based on terms and conditions, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Business Customer. Any termination shall not relieve the Business Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- C** This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
- D** Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- F** The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

1. Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- G In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

1.3 Notification of Service Affecting Activities

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

1. Local Exchange Service Regulations (cont'd)

1.4 Provision of Services

- A The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Service installation shall be completed within five business days after a service order is placed. Company will credit in accordance with 4901:1-5-16 for delayed install, missed install or repair appointments and commitments.
- B The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.
- C The furnishing of service under this tariff is subject to the availability of all the necessary facilities.
- D Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

1. Local Exchange Service Regulations (cont'd)

1.4 Provision of Services (cont'd)

E The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services. Beyond this responsibility, the Company shall not be responsible for:

- (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
- (ii) the reception of signals by Customer provided equipment; or
- (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

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

Inter-Tel NetSolutions, Inc.

Ohio Tariff No. 1

Section 1

Issue Date: November 29, 2006

Original Page No. 6

1. Local Exchange Service Regulations (cont'd)

1.5 RESERVED FOR FUTURE USE

As Approved in Case No. 06-1402-TP-ACE

Effective Date: December 30, 2006

Ross McApline, President
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Ohio Tariff No. 1

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1. Local Exchange Service Regulations (cont'd)

1.6 Directory Listings

- A The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings in accordance with OAC 4901:1-5-16. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

1. Local Exchange Service Regulations (cont'd)

1.7 Interruptions in Service

An interruption is deemed to have occurred when the phone lines of the underlying provider are inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.7.1 Temporary Suspension for Maintenance

A The Company's underlying provider shall have the right to make necessary repairs or changes in its services at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience.

When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

1.7.2 Credit Allowance for Interruptions

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

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

1. Local Exchange Service Regulations (cont'd)

1.7 Interruptions in Service (cont'd)

1.7.3 Limitations on Credit Allowances

A No credit allowances will be made for:

- (i) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer; and
- (ii) interruptions that are restored less than 24 hours after the interruption is reported or discovered by the Company.

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

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer

A The Customer shall be responsible for:

- (i) the payment of all applicable charges pursuant to this tariff;
- (ii) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.1 Claims

A With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

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

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.2 Station Equipment

A The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.3 Interconnection of Facilities

A Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service, and the channels, facilities or equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.

B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers that are applicable to such connections.

C Services furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.4 Inspections

A Upon reasonable 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 set forth in Section 1.8.2 for the installation, operation, and maintenance of Customer-provided facilities. These inspections are to be completed within a time agreeable by both parties. No credit will be allowed for any interruptions occurring during such inspections.

B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services 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. 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 services and personnel from harm. The Company will, upon request twenty-four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements

A The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Any objections made to the Company will be processed in accordance with O.A.C. 4901:1-5.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.2 Deposits

A Applicants for service may be required prior to establishing service to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Reestablishment of credit for service will be in accordance with Rule 4901:1-17-04.

B The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.

C **Guarantee of Payment:** The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon 30 days' written notice to the Company. Should the guarantee contract be insufficient according to (D) below, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Ohio Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account the guarantor has guaranteed unless the guarantor waives such notice in writing.

D **Reestablishment of credit:** An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill together with the reconnection charge, and to reestablish his credit by depositing the amount prescribed in Section 1.9.2.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.3 Refund of Deposits

A A deposit will be refunded to a customer after twelve consecutive months of prompt payments, as defined in "Explanation of Terms" and below, of telephone service invoices. A customer has paid his bills for service for twelve consecutive months without having had service discontinued for nonpayment of his bill, and without having had more than two occasions on which his bill was not paid by the time specified by the regulations of the utility regarding prompt payment of bills, and the customer is not currently delinquent in the payment of his bills. The Company will refund the deposit to the customer by direct payment, or, at the customer's request, apply deposit as a credit to the customer's account.

B When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company will return the deposit to the customer or, at the customer's request, apply deposit as a credit to the Customer's account.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.4 Interest to Be Paid on Deposits

A Interest will be paid on in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:

- (i) by credit to the customer's account once annually;
- (ii) by payment to the Customer upon request, once annually;
- (iii) by adding accrued interest to the amount of the deposit when refunded to the customer;
- (iv) by applying interest to any unpaid bill of the Customer upon termination of service with the Company.

All requirements for establishment of credit will be consistent with Rules 4901:1-17 and 4901:1-5-13 & 14 of the Commission's Minimum Telephone Service Standards.

1.9.5 Bills and Collection of Charges

A Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.

B All service, monthly recurring charges and non-recurring charges are due and payable within 14 days of the post mark on the bill, provided however, that installation charges may be spread out over 3 months.

C The Company shall present bills for recurring charges monthly to the Customer, in advance of the month which service is provided.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.5 Bills and Collection of Charges (cont'd)

D For new customers or existing customers whose service is disconnected, 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 30 days.

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

F A charge of \$25 will be assessed for checks with insufficient funds or non-existing accounts. The Company may waive the bad check charge under appropriate circumstances.

G If Customer chooses to place information services provider (ISP) calls or receives calls via a non-Inter-Tel NetSolutions, Inc. affiliated carrier, customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company or its affiliates.

H The Company's bills and billing practices will be consistent with MTSS Rule 4901:1-5-15.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.6 Disputed Bills

A The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.

B The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

C The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

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1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service

1.10.1 Discontinuance of Service by the Company

A The Company may discontinue or suspend service to Customer upon written notice of disconnection, postmarked at least seven days prior to the date of disconnection of service and no sooner than fourteen days after the due date of the bill without incurring any liability for the following reasons:

- (i) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or
- (ii) Upon failure of the Customer to meet the deposit requirements set out in Section 1.9.3 of this tariff; or
- (iii) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
- (iv) Upon failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services.

All requirements for discontinuance of service by the company will be consistent with 4901:1-5-17 of the Commission's Minimum Telephone Service Standards.

1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.1 Discontinuance of Service by the Company (cont'd)

B The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:

- (i) In the event of tampering with the Company's equipment, facilities or property in any way; or
- (ii) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or
- (iii) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others.

C The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for any service(s) as requested by the Customer up to discontinuance of service.

D Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges shall become due. This is 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.

1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.1 Discontinuance of Service by the Company (cont'd)

- D For purposes of this section (1.10.1), all regulated telephone services provided by the Company shall be defined as local service.
- E The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards.
 - (i) Disconnection notices issued by the Company pursuant to Rule 4901:1-5;17, O.A.C., must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "only local" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- F The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- G Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.

1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.2 Discontinuance of Service by Customer

Cancellation by the customer will be in accordance with the Company's Service Requirements Form, Page 2 and in compliance with O.A.C. 4901:1-5.

1. Local Exchange Service Regulations (cont'd)

1.11 Restoral of Service

- A When Customer's service has been permanently disconnected in accordance with this tariff and the service has been finalized through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.
- B Unless prevented by circumstances beyond the company's control or unless a subscriber requests otherwise, the company shall reconnect previously disconnected service by five p.m. on the next business day following either:

- (1) Receipt by the company or its authorized agent of the full amount in arrears for which service was disconnected, or upon verification by the company that conditions which warranted disconnection of service have been eliminated; or
- (2) Agreement by the company and the subscriber on a deferred payment plan and a payment, if required, under the plan.

Before restoring service under this rule, the company may not insist upon payment of any amount that has not been included on a notice of disconnection.

1. Local Exchange Service Regulations (cont'd)

1.12 Transfers and Assignments

- A Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties, upon the approval, with an appropriate application with the PUCO, (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

1.13 Notices and Communications

- A The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.
- C All notices or other written communications required to given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.

1. Local Exchange Service Regulations (cont'd)

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

1.14 Promotional Offers

- A The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made and shall be conducted in accordance with the provisions of state rules and regulations. The only limitation upon a promotional offering shall be that the waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per customer basis. All promotions will be added to the tariff as an addendum to the price list.

1.15 Reserved for Future Use

1.16 Customer Service

- A Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

2 Service Descriptions and Rates

General

- A Inter-Tel NetSolutions, Inc.'s local service enables the business Customer to:
- (i) receive calls from other stations on the public switched telephone network;
 - (ii) place calls to other stations on the public switched telephone network;
 - (iii) access the Company's business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
 - (iv) access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (10XXX).
- B Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.

2. Services Description and Rates (cont'd)**2.1 Serving Areas****2.1.1 Counties**

- A The Company will serve these counties within the territory served by AT&T Ohio and Verizon. This tariff is effective only in those areas where a Commission approved interconnection agreement exists.

Adams	Jefferson	Shelby
Athens	Lake	Stark
Belmont	Lawrence	Summit
Brown	Licking	Trumbull
Butler	Lorain	Tuscarawas
Carroll	Lucas	Union
Champaign	Madison	Vinton
Clark	Mahoning	Warren
Clinton	Medina	Washington
Columbiana	Meigs	Wayne
Coshocton	Miami	Wood
Cuyahoga	Monroe	Wyandot
Delaware	Montgomery	
Erie	Morgan	
Fairfield	Muskingum	
Fayette	Noble	
Franklin	Ottawa	
Gallia	Perry	
Geauga	Pickaway	
Greene	Pike	
Guernsey	Portage	
Hancock	Preble	
Harrison	Ross	
Highland	Sandusky	
Hocking	Scioto	
Jackson	Seneca	

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2. Services Description and Rates (cont'd)**2.1 Serving Areas****2.1.2 AT&T Ohio Exchange Service Areas**

Exchange Services are provided in limited geographic areas. Exchange Services are provided at the following locations and in the following areas:

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Aberdeen	Aberdeen Ripley
Akron	Akron Atwater Greensburg Hartville Kent Manchester Mogadore North Canton Uniontown Ravenna Rootstown
Alliance	Alliance Atwater Canton Marlboro Sebring

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2. Services Description and Rates (cont'd)2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Alton	Columbus Met. Area London
Arabia	Arabia Guyan Ironton Walnut
Atwater	Akron Atwater Alliance Kent Marlboro Ravenna Rootstown
Barnesville	Barnesville Beallsville Bethesda Somerton
Beallsville	Beallsville Barnesville Bethesda Clarington Somerton Woodsfield

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2. Services Description and Rates (cont'd)2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Beavercreek	Dayton Met. Area Donnelsville Enon Jamestown Medway New Carlisle Spring Valley Xenia
Bedford	Cleveland Met. Area Chesterland
Belfast	Belfast Hillsboro Marshall Sugar Tree Ridge
Bellaire	
Bellbrook	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley Xenia
Belpre	Belpre Marietta

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2. Services Description and Rates (cont'd)2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Berea	Cleveland Met. Area Chesterland
Bethesda	Bethesda Barnesville Beallsville Somerton
Bloomington	Bloomington Jeffersonville New Holland Sedalia Washington Ct. House
Bloomington	Bloomington Castalia Sandusky
Bowersville	Bowersville Jamestown Milledgeville Xenia
Brecksville	Cleveland Met. Area Chesterland
Burton	Burton Chagrin Falls Cleveland Terrace

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2. Services Description and Rates (cont'd)2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Canal Fulton	Canal Fulton Akron Canton Manchester Massillon North Canton
Canal Winchester	Columbia Met. Area Carroll Lancaster
Canfield	Canfield North Jackson North Lima Salem Youngstown
Canton	Canton Alliance Canal Fulton Hartville Louisville Magnolia Waynesburg Marlboro Massillon Navarre North Canton

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2. Services Description and Rates (cont'd)

2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Carroll	Carroll Bloomingville Sandusky
Cedarville	Cedarville Jamestown Pitchin South Solon South Charleston Yellow Springs - Clifton Xenia

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2. Services Description and Rates (cont'd)**2.1.2 AT&T Ohio Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Centerville	Dayton Met. Area Donnelsville Enon Medway Franklin New Carlisle Spring Valley
Chagrin Falls	Burton Cleveland Met. Area Chesterland
Cheshire	Cheshire Gallipolis Vinton
Chesterland	Chesterland Cleveland Met. Area Kirtland
Carroll	Carroll Bloomingville Sandusky
Castalia	Castalia Bloomingville Sandusky

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2. Services Description and Rates (cont'd)**2.1.2 AT&T Ohio Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Cedarville	Cedarville Jamestown Pitchin South Solon South Charleston Yellow Springs - Clifton Xenia
Centerville	Dayton Met. Area Donnelsville Enon Medway Franklin New Carlisle Spring Valley
Chagrin Falls	Burton Cleveland Met. Area Chesterland
Cheshire	Cheshire Gallipolis Vinton
Chesterland	Chesterland Cleveland Met. Area Kirtland

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2. Services Description and Rates (cont'd)**2.1.2 AT&T Ohio Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Conesville	Conesville Coshocton Dresden West LaFayette
Corning	Corning New Lexington Shawnee
Coshocton	Coshocton Conesville West LaFayette
Dalton	Dalton Massillon
Danville	Danville Hillsboro Sugar Tree Ridge
Dayton	Dayton Met. Area Donnelsville Enon Franklin Jamestown Medway Middletown New Carlisle Spring Valley

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2. Services Description and Rates (cont'd)**2.1.2 AT&T Ohio Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Dayton	Yellow Springs-Clifton Xenia
Donnelsville	Donnelsville Dayton Met. Area Enon Medway New Carlisle North Hampton Springfield
Dresden	Dresden Conesville Zanesville
Dublin	Columbus Met. Area
Duffy	Duffy Clarrington Graysville New Matamoras Woodsfield
East Liverpool	East Liverpool Lisbon Rogers Salineville Wellsville

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2. Services Description and Rates (cont'd)2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
East Palestine	East Palestine Columbiana Lisbon New Waterford Rogers Salem Youngstown
Enon	Enon Dayton Met. Area Donnelsville Springfield Yellow Springs-Clifton
Fairborn	Dayton Met.Area Donneslville Enon Medway New Carlisle Spring Valley Yellow Springs-Clifton
Findlay	Findlay
Fletcher - Lena	Fletcher - Lena Christiansburg Piqua

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2. Services Description and Rates (cont'd)

2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Fostoria	Fostoria New Riegel
Franklin	Dayton Franklin Miamisburg-West Carrollton Middletown
Fremont	Fremont Lindsey
Fultonham	Fultonham New Lexington Roseville Somerset Zanesville

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2. Services Description and Rates (cont'd)

2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Gahanna	Columbus Met. Area
Gallipolis	Gallipolis Cheshire Guyan Rio Grande Vinton Walnut
Gates Mills	Cleveland Met. Area Chesterland Kirtland Mentor

2. Services Description and Rates (cont'd)2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Girard	Girard Hubbard Niles Youngstown
Glenford	Glenford New Lexington Somerset Thornville
Gnadenhutten	Gnadenhutten Newcomerstown Uhrichsville
Graysville	Graysville Duffy Lewisville New Matamoras Woodsfield
Greensburg	Greensburg Akron Manchester North Canton Uniontown
Grove City	Columbus Met. Area
Groveport	Columbus Met.

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2. Services Description and Rates (cont'd)2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Guyan	Guyan Arabia Gallipolis Walnut
Harrisburg	Columbus Met. Area London
Hartville	Hartville Akron Canton Louisville Marlboro North Canton Uniontown
Hillcrest	Cleveland Met. Area Chesterland Kirtland
Hilliard	Columbus Met. Area
Hillsboro	Hillsboro Belfast Danville Marshall Rainsboro Sugar Tree Ridge

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2. Services Description and Rates (cont'd)

2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Holland	Toledo Met. Area
Hubbard	Hubbard Girard Lowellville Youngstown Sharon
Independence	Cleveland Met. Area Chesterland

2. Services Description and Rates (cont'd)

2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Ironton	Ironton Arabia
Jamestown	Jamestown Beavercreek Bowersville Cedarville Dayton Jeffersonville Milledgeville South Solon Xenia
Jeffersonville	Jeffersonville Bloomingburg Jamestown Milledgeville Sedalia South Solon Washington Ct. House

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2. Services Description and Rates (cont'd)**2.1.2 AT&T Ohio Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Kent	Kent Akron Atwater Mantua Mogadore Ravenna Rootstown
Kirtland	Kirtland Chesterland Gates Mills Hillcrest Mentor Painesville Terrace Wickliffe Willoughby
Lancaster	Lancaster Canal Winchester Carroll Rushville Sugar Grove
Leetonia	Leetonia Lisbon Columbiana Salem Youngstown

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2. Services Description and Rates (cont'd)**2.1.2 AT&T Ohio Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Leroy	Leroy Cleveland Mentor Painesville Willoughby
Lewisville	Lewisville Graysville Woodsfield
Lindsey	Lindsey Fremont
Lisbon	Lisbon Columbiana East Liverpool East Palestine Leetonia Rogers Salem Salineville Wellsville New Waterford
Lockbourne	Columbus Met. Area

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2. Services Description and Rates (cont'd)**2.1.2 AT&T Ohio Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
London	London Alton Columbus Harrisburg Sedalia South Charleston South Solon South Vienna West Jefferson
Louisville	Louisville Canton Hartville North Canton
Lowellville	Lowellville Hubbard North Lima Youngstown
Magnolia-Waynesburg	Magnolia-Waynesburg Canton
Manchester	Manchester Akron Canal Fulton Greensburg
Mantua	Mantua Kent

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2. Services Description and Rates (cont'd)**2.1.2 AT&T Ohio Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Ravenna	
Marietta	Marietta Newport Belpre New Matamoras
Marlboro	Marlboro Alliance Atwater Canton Hartville Rootstown
Marshall	Marshall Belfast Hillsboro Rainsboro
Martins Ferry- Bridgeport	
Massillon	Massillon Canal Fulton Canton Dalton Navarre North Canton
Maumee	Toledo Met. Area

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2. Services Description and Rates (cont'd)

2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Medway	Medway Dayton Met. Area Donnelsville New Carlisle Springfield
Mentor	Mentor Gates Mills Kirtland Leroy Painesville Wickliffe Willoughby
Miamisburg-West	Dayton Met. Area Donnelsville Enon Franklin Medway New Carlisle Spring Valley

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2. Services Description and Rates (cont'd)

2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Middletown	Middletown Dayton Franklin Monroe Trenton
Milledgeville	Milledgeville Bowersville Jamestown Jeffersonville Washington Ct. House

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2. Services Description and Rates (cont'd)**2.1.2 AT&T Ohio Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Mingo Junction	Mingo Junction Steubenville
Mogadore	Mogadore Akron Kent Uniontown
Monroe	Monroe Middletown Trenton
Montrose	Cleveland Met. Area
Murray City	Murray City Nelsonville Shawnee
Navarre	Navarre Canton Massillon
Nelsonville	Nelsonville Murray City Shawnee
New Albany	Columbus Met.

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2. Services Description and Rates (cont'd)

2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
New Carlisle	New Carlisle Christiansburg Dayton Met. Area Donnelsville Medway North Hampton Springfield
Newcomerstown	Newcomerstown Gnadenhutten West LaFayette
New Holland	New Holland Bloomingburg Washington Ct. House

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2. Services Description and Rates (cont'd)

2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
New Lexington	New Lexington Corning Fultonham Glenford Roseville Shawnee Somerset Thornville Zanesville
New Matamoras	New Matamoras Duffy Graysville Marietta Newport

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2. Services Description and Rates (cont'd)**2.1.2 AT&T Ohio Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Newport	Newport Marietta New Matamoras
New Riegel	New Riegel Fostoria Tiffin
New Waterford	New Waterford Columbiana East Palestine Rogers Lisbon North Lima Youngstown
Niles	Niles Girard North Jackson Youngstown
North Canton	North Canton Akron Canal Fulton Canton Greensburg Hartville Louisville Massillon Uniontown

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2. Services Description and Rates (cont'd)**2.1.2 AT&T Ohio Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
North Hampton	North Hampton Christiansburg Donnelsville New Carlisle Springfield Tremont City
North Jackson	North Jackson Canfield Niles Youngstown
North Lima	North Lima Canfield Columbiana Lowellville Youngstown New Waterford
North Royalton	Cleveland Met. Area Chesterland
Norwich	Norwich Philo Zanesville
Olmsted Falls	Cleveland Met. Area Chesterland

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2. Services Description and Rates (cont'd)

2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Painesville	Painesville Kirtland Leroy Mentor Willoughby
Perrysburg	Toledo Met. Area
Philo	Philo Norwich Roseville Zanesville

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2. Services Description and Rates (cont'd)2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Piqua	Piqua Fletcher-Lena Pitchin Cedarville South Charleston Springfield Yellow Springs-Clifton
Pitchin	Pitchin Cedarville South Charleston Springfield Yellow Springs-Clifton
Rainsboro	Rainsboro Hillsboro Marshall
Ravenna	Akron Atwater Ravenna Kent Mantua Rootstown

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2. Services Description and Rates (cont'd)**2.1.2 AT&T Ohio Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Reynoldsburg	Columbus Met. Area
Rio Grande	Rio Grande Gallipolis Vinton Walnut
Ripley	Ripley Aberdeen
Rogers	Rogers Columbiana East Liverpool East Palestine Lisbon New Waterford
Rootstown	Rootstown Atwater Kent Marlboro Ravenna Akron
Roseville	Roseville Fultonham New Lexington Philo Zanesville

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2. Services Description and Rates (cont'd)

2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Rushville	Rushville Lancaster Somerset Thornville
St. Clairsville	Bethesda
Salem	Canfield East Palestine Salem Columbiana Leetonia Lisbon Youngstown

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2. Services Description and Rates (cont'd)

2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Salineville	Salineville East Liverpool Lisbon Wellsville
Sandusky	Sandusky Bloomingville Castalia
Sebring	Sebring Alliance
Sedalia	Sedalia Bloomingburg Jeffersonville London South Solon

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2. Services Description and Rates (cont'd)2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Sharon	Sharon Hubbard Youngstown
Shawnee	Shawnee Corning Murray City Nelsonville New Lexington
Somerset	Somerset Fultonham Glenford New Lexington Rushville Thornville
Somerton	Somerton Barnesville Beallsville Bethesda Woodsfield
South Charleston	South Charleston Cedarville London Pitchin South Solon South Vienna Springfield

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2. Services Description and Rates (cont'd)**2.1.2 AT&T Ohio Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
South Solon	South Solon Cedarville Jamestown Jeffersonville London Sedalia South Charleston
South Vienna	South Vienna London South Charleston Springfield
Springfield	Springfield Donnelsville Enon Medway New Carlisle North Hampton Pitchin South Charleston South Vienna Tremont City Yellow Springs-Clifton
Spring Valley	Spring Valley Dayton Met. Area Xenia

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2. Services Description and Rates (cont'd)**2.1.2 AT&T Ohio Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Steubenville	Steubenville Mingo Junction Toronto
Strongsville	Cleveland Met. Area Chesterland
Sugar Grove	Sugar Grove Lancaster
Sugar Tree Ridge	Sugar Tree Ridge Belfast Danville Hillsboro Winchester
Terrace	Cleveland Met. Area Burton Chesterland Kirtland
Thornville	Thornville Glenford New Lexington Rushville Somerset
Tiffin	Tiffin New Riegel

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2. Services Description and Rates (cont'd)**2.1.2 AT&T Ohio Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Toledo	Toledo Met. Area
Toronto	Toronto Steubenville Wellsville
Tremont City	Tremont City North Hampton Springfield
Trenton	Trenton Middletown Monroe
Trinity	Cleveland Met. Area Chesterland
Uhrichsville	Uhrichsville Gnadenhutten
Uniontown	Uniontown Akron Greensburg Mogadore Hartville North Canton
Upper Sandusky	Upper Sandusky

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2. Services Description and Rates (cont'd)

2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Vandalia	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley
Victory	Cleveland Met. Area Chesterland
Vinton	Vinton Cheshire Gallipolis Rio Grande

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2. Services Description and Rates (cont'd)

2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Walnut	Walnut Arabia Gallipolis Guyan Rio Grande
Washington Ct. House	Washington Ct. House Bloomingburg Jeffersonville Milledgeville New Holland
Wellsville	Wellsville East Liverpool Lisbon Salineville Toronto

2. Services Description and Rates (cont'd)**2.1.2 AT&T Ohio Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Westerville	Columbus Met. Area
West Jefferson	Columbus Met. London
West LaFayette	West LaFayette Conesville Coshocton Newcomerstown
Whitehouse	Toledo Met.
Wickliffe	Cleveland Met. Area Chesterland Kirtland Mentor
Willoughby	Cleveland Met. Area Chesterland Kirtland Leroy Mentor Painesville
Winchester	Winchester Sugar Tree Ridge

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2. Services Description and Rates (cont'd)

2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Woodsfield	Woodsfield Beallsville Clarington Duffy Graysville Lewisville Somerton
Worthington	Columbus Met. Area
Xenia	Xenia Beavercreek Bellbrook Bowersville Cedarville Jamestown Spring Valley Yellow Spring-Clifton Dayton

2. Services Description and Rates (cont'd)

2.1.2 AT&T Ohio Exchange Service Areas (cont'd)

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Yellow Springs-Clifton	Yellow Springs-Clifton Cedarville Enon Fairborn Pitchin Xenia Springfield Dayton
Zanesville	Zanesville Dresden Fultonham Norwich Philo Roseville New Lexington

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Adena	Adena, Cadiz, Dillonvale, Martins Ferry-Bridgeport and St. Clairsville
Albany	Albany, Athens and Wilkesville
Amanda	Amanda, Canal Winchester and Lancaster
Amesville	Amesville, Athens, Bartlett and Chesterhill
Amsterdam	Amsterdam, Bergholz, Harlem Springs, Richmond and Steubenville
Antwerp	Antwerp and Paulding
Arlington	Arlington, Findlay, Jenera and Mt. Blanchard
Ashland	Ashland, Hayesville, Nova, Polk, Red Haw, Savannah and Sullivan
Ashley	Ashley, Delaware, Kilbourne and Marengo
Ashville	Ashville, Circleville, Columbus and Lockbourne

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Baltic	Baltic, Berlin, New Philadelphia and Sugarcreek
Baltimore	Baltimore, Canal Winchester, Carroll, Lancaster, Millersport, Pataskala and Pleasantville
Barlow	Barlow, Bartlett, Watertown and Marietta
Beach City	Beach City, Bolivar, Brewster, Massillon, Navarre, Strasburg and Wilmot
Beaver	Beaver, Piketon and Waverly
Bellevue	Bellevue
Bergholz	Amsterdam, Bergholz and Harlem Springs
Berlin	Baltic, Berlin, Millersburg, Sugarcreek and Wilmot
Berlin Heights	Berlin Heights, Huron and Norwalk
Bettsville	Bettsville, Fremont, Helena, Old Fort, and Tiffin
Beverly	Beverly, Lowell, Stockport, Watertown and Marietta
Blanchester	Blanchester, Butlerville, Clarksville, Martinsville and Wilmington

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Bloomville	Bloomville, Republic and Tiffin
Bolivar	Beach City, Bolivar, Canton, Mineral City, New Philadelphia and Strasburg
Bowerston	Bowerston, Scio, Uhrichsville and New Philadelphia
Bowling Green	Bowling Green, Cygnet, Haskins-Tontogany, Pemberville, Portage, Wayne-Bradner and Weston
Bremen	Bremen, Lancaster and Rushville
Brewster	Beach City, Brewster, Massillon, Navarre and Wilmot
Brilliant	Brilliant, Mingo Junction, Smithfield and Steubenville
Brookville	Brookville, Lewisburg, New Lebanon, Phillipsburg, Trotwood and Dayton
Brunswick	Brunswick, Hinckley, Valley City and the exchanges of the Cleveland Metropolitan Area, such are consisting of Cleveland, Bedford, Berea, Brecksville, Chagrin Falls, Gates Mills, Hillcrest, Independence, Montrose, North Royalton, Olmstead Falls, Strongsville, Terrace, Trinity, Victory, Wickliffe and Willoughby

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Bryan	Bryan, Edgerton, Edon, Evansport, Montpelier, Ney and West Unity.
Burbank	Burbank, Congress, Creston, Lodi, West Salem and Wooster
Byesville	Byesville and Cambridge
Cadiz	Cadiz, Adena, Flushing, Freeport, Hopedale, Jewett and Scio
Caldwell	Caldwell, Dexter City and Summerfield
Cambridge	Byesville, Cambridge, New Concord and Old Washington
Carey	Carey, Findlay and Upper Sandusky
Carrollton	Carrollton, Dellroy, Harlem Springs, Malvern, Mechanicstown and Pattersonville
Catawba	Catawba, Mechanicsburg and Springfield
Celina	Celina, Coldwater, Maria Stein, Mendon, Rockford, St. Marys and Wabash

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Chatham	Chatham, Medina and Spencer
Chesapeake	Chesapeake, Ohio and Huntington, West Virginia
Cheshire Center	Cheshire Center, Delaware, Kilbourne, Rathbone, Sunbury and the exchanges of the Columbus Metropolitan Area, such area consisting of the exchanges of Columbus, Worthington, Westerville, Gahanna, Reynoldsburg, Lockbourne, Grove City, New Albany, Canal Winchester, Groveport, Harrisburg, Alton, West Jefferson, Hilliard and Dublin
Circleville	Ashville, Circleville, Laurelville and Williamsport
Clarksville	Blanchester, Clarksville and Wilmington.
Clyde	Clyde
Coldwater	Celina, Coldwater, Fort Recovery, Maria Stein, and Wabash
Congress	Burbank, Congress, Red Haw, West Salem and Wooster
Convoy	Convoy, Scott, Van Wert and Willshire-Wren
Cooperdale	Cooperdale, Coshocton, Dresden, Frazeyburg and Warsaw

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Crestline	Crestline
Creston	Burbank, Creston, Seville, Westfield Center and Wooster
Curtice-Oregon	Curtice-Oregon, Genoa and Toledo
Decatur	Decatur, Ripley and Russellville
Delaware	Delaware, Ashley, Cheshire Center, Kilbourne, Ostrander, Radnor and Rathbone
Dellroy	Carrollton and Dellroy
Dexter City	Caldwell, Dexter City, Lower Salem and Summerfield
Dillonvale-Mt. Pleasant	Dillonvale-Mt. Pleasant, Adena, Smithfield, Tiltonville, and Martins Ferry-Bridgeport
East Rochester	East Rochester, Hanoverton, Minerva and North Georgetown
Edgerton	Bryan, Edgerton and Edon
Edon	Bryan, Edgerton and Edon
Elmore	Elmore and Toledo

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Englewood	Dayton Metropolitan Area, such area consisting of Dayton, Beaver Creek, Bellbrook, Centerville, Fairborn, Miamisburg-West Carrollton and Vandalia; Englewood; Phillipsburg; Trotwood and West Milton
Evansport	Bryan, Defiance, Evansport, Jewell and Ridgeville
Farmersville	Dayton, Farmersville, Germantown, Gratis, Liberty, Miamisburg-West Carrollton, New Lebanon and West Alexandria
Fayette	Archbold, Fayette and Wauseon
Felicity	Felicity, Hamersville, Higginsport, Cincinnati, Clermont and Bethel
Flushing	Flushing, Cadiz, Freeport, and St. Clairsville
Forest	Forest, Mt. Blanchard and Wharton
Fort Recovery	Coldwater, Fort Recovery and Wabash
Freeport	Freeport, Cadiz, Flushing and Uhrichsville
Galion	Galion
Garrettsville	Garrettsville, Hiram, Parkman, Ravenna and Windham

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Genoa	Curtice-Oregon, Genoa, Toledo and Woodville
Georgetown	Georgetown, Hamersville, Higginsport, Mt. Orab, Ripley, Russellville and Sardinia
Gibsonburg	Gibsonburg, Helena and Fremont
Grafton	Elyria, Grafton and North Eaton
Grand Rapids	Grand Rapids, Haskins-Tontogany, Maumee, Toledo, Waterville, Weston and Whitehouse
Gratis	Camden, Farmersville, Germantown, Gratis, Middletown and West Alexandria
Green Camp	Green Camp and Marion
Greenfield	Greenfield and Leesburg
Greenwich	Greenwich and Norwalk
Guysville	Athens, Coolville and Guysville

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Hamersville	Bethel, Cincinnati, Clermont, Felicity, Georgetown, Hamersville, Higginsport and Mt. Orab
Hanoverton	East Rochester, Hanoverton, Lisbon, North Georgetown, Salem and Winona
Harlem Springs	Amsterdam, Bergholz, Carrollton, Harlem Springs and Mechanicstown
Harpster	Harpster, Marion and Upper Sandusky
Haskins-Tontogany	Bowling Green, Grand Rapids, and Haskins-Tontogany, and Toledo
Hayesville	Ashland and Hayesville
Helena	Bettsville, Gibsonburg, Helena and Fremont
Hicksville	Hicksville
Higginsport	Cincinnati, Clermont, Felicity, Georgetown, Hamersville and Higginsport
Homerville	Homerville, Lodi, Medina, Spencer and West Salem
Huron	Huron, Berlin Heights and Sandusky

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Idaho	Idaho, Piketon and Waverly
Jackson	Jackson, Oak Hill and Wellston
Jenera	Arlington, Findlay, Jenera and Rawson
Jewett	Cadiz, Jewett and Scio
Kelleys Island	Kelleys Island and Sandusky
Kilbourne	Ashley, Cheshire Center, Columbus, Delaware, Kilbourne and Sunbury
Knoxville	Knoxville, Steubenville and Toronto
Lakeville	Big Prairie, Lakeville, Loudonville and Nashville
LaRue	LaRue and Marion
Laura	Laura, Phillipsburg and West Milton
Laurelville	Circleville, Hallsville and Laurelville
Leesburg	Greenfield and Leesburg

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Letart Falls	Letart Falls, Pomeroy and Portland
Lewisburg	Brookville, Lewisburg and West Manchester
Liberty	Farmersville, Liberty, New Lebanon, Trotwood and Dayton Metropolitan Area, such area consisting of Dayton, Beaver Creek, Bellbrook, Centerville, Fairborn, Miamisburg-West Carrollton and Vandalia
Lodi	Burbank, Homerville, Lodi, Medina, Westfield Center and West Salem
Logan	Logan
Loudonville	Lakeville, Loudonville and Perrysville
Lowell	Beverly, Lowell, Lower Salem, Marietta and Watertown
Lower Salem	Dexter City, Lowell, Lower Salem and Marietta
Lynchburg	Danville, Hillsboro and Lynchburg

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Malvern	Canton, Carrollton, Malvern and Minerva
Manchester	Manchester and West Union
Marblehead	Marblehead and Port Clinton
Maria Stein	Celina, Coldwater, Maria Stein, Minster and Yorkshire
Marion	Caledonia, Green Camp, Harpster, LaRue, Marion, Morral, Prospect and Waldo
Martinsville	Blanchester, Martinsville, New Vienna, and Wilmington.
McArthur	McArthur and Wilkesville
McComb	Findlay and McComb
Mechanicsburg	Catawba, Mechanicsburg, Resaca, Urbana and Woodstock
Mechanicstown	Carrollton, Harlem Springs and Mechanicstown
Medina	Chatham, Homerville, Lodi, Medina, Seville, Sharon Center, Spencer, Valley City and Westfield Center

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Mendon	Celina and Mendon
Milan	Milan and Norwalk
Millersport	Baltimore, Hebron, Lancaster, Millersport, Pleasantville and Thornville
Mineral City	Bolivar, Mineral City and New Philadelphia
Minerva	Canton, East Rochester, Malvern, Minerva, Paris and Pattersonville
Minster	Minster, Maria Stein and New Bremen
Monroeville	Monroeville and Norwalk
Montpelier	Bryan, Montpelier, Pioneer and West Unity
Montrose	Akron and Montrose
Morning Sun	Camden, Eaton, Hamilton, Morning Sun, Oxford and West College Corner, Indiana
Morral	Marion and Morral
Mt. Blanchard	Arlington, Findlay, Forest, Mt. Blanchard, Vanlue and Wharton

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Mt. Orab	Cincinnati, Clermont, Fayetteville, Georgetown, Hamersville, Mt. Orab, Sardinia and Williamsburg
Mowrystown	Danville, Mowrystown, Sardinia, Sugar Tree Ridge and Hillsboro
Nevada	Bucyrus, Nevada and Upper Sandusky
New Bremen	Minster, New Bremen and St. Marys
New Burlington	Dayton, New Burlington, Wilmington and Xenia
New Concord	Cambridge, New Concord and Norwich
New London	New London and Norwalk
New Marshfield	Athens and New Marshfield
New Philadelphia	Baltic, Bolivar, Mineral City, Newcomerstown, New Philadelphia, Strasburg, Sugarcreek, Bowerston, Gnadenhutten and Urichsville
New Vienna	Martinsville, New Vienna, Sabina and Wilmington
New Washington	New Washington
Ney	Bryan, Ney and Defiance

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
North Baltimore	Bloomdale, Cygnet, North Baltimore and Van Buren
North Eaton	Columbia Station, Elyria, Grafton and North Eaton
North Georgetown	Alliance, Damascus, East Rochester, Hanoverton, North Georgetown, Sebring and Winona
North Star	North Star, Rossburg and Yorkshire
Norwalk	Berlin Heights, Greenwich, Milan, Monroeville, New London, Norwalk and Wakeman
Oak Harbor	Oak Harbor
Oak Hill	Jackson and Oak Hill
Oberlin	Elyria and Oberlin
Ohio City	Ohio City, Rockford, Van Wert and Willshire-Wren
Ostrander	Delaware, Radnor, Rathbone and Ostrander
Oxford	Cincinnati, Hamilton, Morning Sun and Oxford, Ohio and West College Corner, Indiana

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas (cont'd)**

<u>EXCHANGE AREA</u>	<u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u>
Paris	Alliance, Canton, Minerva and Paris
Payne	Payne and Paulding
Peebles	Peebles, Seaman, Sinking Spring and West Union
Pemberville	Bowling Green and Pemberville
Perrysville	Loudonville and Perrysville
Phillipsburg	Brookville, Dayton, Englewood, Laura, Phillipsburg and West Milton
Piketon	Beaver, Idaho, Piketon and Waverly
Pioneer	Montpelier, Pioneer and West Unity, Ohio and Ransom, Michigan
Plain City	Dublin, Hilliard, Plain City, Resaca and West Jefferson and all calls to stations bearing the designations of Columbus, Alton, Canal Winchester, Gahanna, Grove City, Groveport, Harrisburg, Lockburne, New Albany, Reynoldsburg, Westerville and Worthington
Pleasantville	Baltimore, Lancaster, Millersport, Pleasantville, Rushville and Thornville

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2. Services Description and Rates (cont'd)**2.1.3 Verizon Exchange Service Areas (cont'd)**

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

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