

TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT B

PROPOSED REVISED TARIFF PAGES

**This tariff, P.U.C.O. Tariff No. 8 filed by Time Warner Telecom of Ohio LLC, cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. Tariff No. 6.**

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

INTRASTATE COMMUNICATIONS SERVICES TARIFF  
REGULATIONS, SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO INTRASTATE  
COMMUNICATIONS SERVICES FURNISHED BY  
TIME WARNER TELECOM OF OHIO LLC  
WITHIN THE STATE OF OHIO

**90-9011-TP-TRF**

**CASE No. 08-339-TP-ATA**

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Issued: May 6, 2008

Effective: May 6, 2008

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

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## CHECK SHEET

All pages inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	31	Original	*	62	Original	*
1	Original	*	32	Original	*	63	Original	*
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28	Original	*	59	Original	*			
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\* - indicates those pages included with this filing

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

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



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APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate End User communications services over the facilities of Time Warner Telecom of Ohio LLC for local services and is currently effective in areas within the following counties:

Butler  
Clermont  
Clinton  
Delaware  
Franklin  
Greene  
Hamilton  
Licking  
Madison  
Marion  
Montgomery  
Union  
Warren

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

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## SECTION 1 - DEFINITIONS

**Access Services:** The Company's intrastate telephone services offered pursuant to this Tariff.

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

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

**Bit:** The smallest unit of information in the binary system of notation.

**Collocation:** An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

**Commission:** The Public Utilities Commission of Ohio.

**Communications Services:** The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

**Company:** Time Warner Telecom of Ohio LLC

**Customer or Subscriber:** The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

**Dedicated Inbound Calls:** Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

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SECTION 1 – DEFINITIONS, (CONT'D.)

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

**Deposit:** Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**DID Trunk:** A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

**Dial Pulse ("DP"):** The pulse type employed by rotary dial station sets.

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

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

**Dual Tone Multi-Frequency Dual Tone Multi-Frequency ("DTMF"):** The pulse type employed by tone dial station sets.

**Duplex Service:** Service which provides for simultaneous transmission in both directions.

**End Office:** With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "End Office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

**End User:** Any person, firm, corporation, partnership or other entity that uses services under provision and regulations of this Tariff.

---

SECTION 1 – DEFINITIONS, (CONT'D.)

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engaged in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

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

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

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

IBL: Integrated Business Line Service.

ICB: Individual Case Basis.

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

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

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 Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence ("MPOP"): The main telephone closet in the Customer's building.

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

Nonrecurring Charge ("NRC"): A charge assessed on a one-time basis to initiate, establish or change service.

---

SECTION 1 – DEFINITIONS, (CONT'D.)

Numbering Plan Area ("NPA"): Area code.

Off-Net: A means for carrying traffic to or from the Customer's premises, where the Company leases Other Company's facilities to deliver traffic to Customer location. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

On-Net: A means for carrying traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using only Company-owned fiber. On-Net traffic is delivered to Customer exclusively over facilities of the Company.

Point of Presence ("POP"): A physical point within a LATA at which a telephone company terminates Customer circuits.

Premises: A building or buildings on contiguous property.

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

Service 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 or this tariff, in which case the Service 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.

Special Construction: Service configurations specifically designed and constructed at a Customer's request.

Traditional Operator Services: Traditional Operator Services are those services provided by the carrier in which the end user has a Customer relationship with the carrier, contracts with the Customer/end user to provide the services, and the Customer/end user pays for the actual processing of the operator assisted calls.

Usage-Based Charges: Charges for minutes or messages traversing over local exchange facilities.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

The Company is a facilities-based common carrier, providing local telecommunications services twenty-four (24) hours per day, seven (7) days a week within the State of Ohio to Customers located in the counties listed under the "Application of Tariff" on Page 7 of this tariff.

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SECTION 2 – REGULATIONS, (CONT'D.)

## 2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff. The Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network.
- 2.2.2 The Company reserves the right to discontinue or limit service or impose requirements as required to meet changing regulatory requirements, or when such requirements have a material adverse economic effect on the feasibility of providing service, as determined by the Company in its reasonable judgment, or when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6 Service is furnished on the condition that it will be used only for authorized and lawful purposes.
- 2.2.7 The Company will not be in default hereunder for any failure or delay in performance caused by strike or other labor problems, power fluctuations, surges or failures, fire, flood, adverse weather conditions, cable cuts, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of eminent domain rights, war, civil unrest or disorder, terrorism or any other causes beyond the Company's reasonable control ("Force Majeure Event") except as required by Commission rules and regulations.

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

### 2.2 Limitations, (Cont'd.)

2.2.8 Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld by a court of law. Approval by the Commission merely recognizes that since it is the court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

### 2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

### 2.4 Liabilities of the Company

2.4.1 The liability of the Company for direct damages or personal injury caused by its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, moving, changing, termination, maintenance, repair, errors, omissions, delays, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. In addition, Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Section 2.13.



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SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

2.4.2 In no event will Company be responsible for consequential damages or lost profits suffered by Customer.

2.4.3 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service which service or equipment is related to the Service supplied by the Company, but is not furnished by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

2.4.4 The Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer;
- C. All claims of any kind by Customer's end users; and
- D. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer in connection with any service provided by the Company.

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Equipment

- 2.5.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Company shall have no obligation to install, maintain, repair or operate Customer-provided equipment. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply on a continuing basis with technical specifications established by the Company. In the event that the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer shall compensate the Company for such service call at the Company's then prevailing rates.
- 2.5.2 Other than the facilities, termination equipment or channel derivation equipment provided by the Customer, the Company will provide, install, and maintain, repair, operate and control any equipment, cable or facilities associated with or connected with its network. Unless otherwise provided, the Company is responsible for purchasing such equipment and such equipment remains the property of the Company. The Customer is responsible for any loss or damage to such equipment arising out of the negligent or willful act of the Customer or its agents, employees, or authorized users.

---

SECTION 2 - REGULATIONS, (CONT'D.)

## 2.6 Installation and Termination

- 2.6.1 Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.
- 2.6.2 If the Customer wishes to delay the requested due date, the Customer must notify the Company, in writing, at least 72 hours prior to the original requested due date. The Customer shall pay the Company Order Modification fee as outlined in Section 2.18 and pay the Company for any third party charges incurred by the Company to meet the original due date prior to receipt of such notice. When accepting service, the Customer may not alter the completion date entered on the Service Acceptance form to delay the commencement of billing.
- 2.6.3 The Company may terminate Service if the Customer's material breach is not corrected within thirty (30) days of written notice thereof. Termination for any reason shall not relieve the Customer of liability incurred prior to termination. If the Customer terminates Service(s) prior to the end of the term, the Customer's termination liability will be: month to month rates for the period of time they actually had service - the recurring charges paid to date.

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

---

SECTION 2 - REGULATIONS, (CONT'D.)

## 2.7 Payment and Credit Regulations

## 2.7.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services that result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

Billing for Services begins on the date the Company notifies the Customer that Service has been installed and tested by the Company and is available for the Customer's use ("Service Date"). Charges for Services, including applicable federal, state, and local taxes, will be billed in advance, except for charges based on usage, which will be billed one month in arrears. Charges are due within thirty (30) days from the date of the bill, but in no event later than the commencement of the next billing period.

Any objections to billed charges must be reported to the Company or its billing agent in writing with supporting documentation. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

---

SECTION 2 - REGULATIONS, (CONT'D.)

## 2.7 Payment and Credit Regulations, (Cont'd.)

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

Charges for installations, service connections, moves, and rearrangements, and other engineering services performed by the Company, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via its authorization code(s) as a result of the Customer's intentional or negligent disclosure of the authorization code.

Upon termination of service for any reason, all amounts due from the Customer to the Company, including, but not limited to, charges for services rendered and termination liability as provided in this tariff, shall become immediately due and payable by the Customer.

All telephone companies are subject to the Public Utilities Commission of Ohio's rules for minimum telephone service standards ("MTSS") found in Chapter 4901:1-5 of the Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under the MTSS and that these safeguards can be found in the appendix to rule 4901:1-5-03 of the Ohio Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service

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SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Payment and Credit Regulations, (Cont'd.)

2.7.2 Deposits

A. Generally

The Company may require an applicant to establish creditworthiness prior to the provision of service. In evaluation credit worthiness, the Company may rely on information obtained from credit reporting bureaus.

The Company reserves the right to require a deposit to be held as a guarantee for the payment of charges in accordance with Rules 4901: 1-5-13 and 4901:1-17-05 of the Ohio Administrative Code. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus 30% of the Customer's estimated monthly average total charge for all regulated local service.

B. Interest on Deposits

Deposits held 180 days or more will accrue interest at the rate prescribed by the Commission. Interest will be either paid to the Customer when its deposit is refunded or deducted from the Customer's final bill for service.

---

SECTION 2 - REGULATIONS, (CONT'D.)

## 2.7 Payment and Credit Regulations, (Cont'd.)

## 2.7.2 Deposits, (Cont'd.)

## C. Refund of Deposit

A Customer's deposit will be refunded under the following conditions:

1. Upon termination or discontinuance of service, the Customer's deposit, including interest accrued to date, will be applied to the Customer's final bill for service. The remainder, if any, in excess of the final bill, will be refunded directly to the Customer.
2. Upon the Customer's prompt payment of all bills for service for twelve consecutive months without having had more than two (2) late payments, the Company will refund the Customer's deposit including interest accrued to date. Such refund will be made only if the Customer's account is not delinquent. If the Customer has had service disconnected for nonpayment or had more than two (2) late payments for such period, the Company will review the Customer's account every twelve months and will refund the Customer's deposit including interest accrued to date, after the Customer has neither had service disconnected for nonpayment nor made more than two (2) late payments during the twelve consecutive months prior to any review and the Customer's account is not then delinquent.
3. Upon the Customer's request, the Company will refund the Customer's deposit, including interest accrued to date, if the Customer's credit has been otherwise established or reestablished in accordance with Commission rules.

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

### 2.7 Payment and Credit Regulations, (Cont'd.)

#### 2.7.3 Advance Payments

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

#### 2.7.4 Late Payment Charge and Cost of Collection

A late payment charge of 1.5 percent per month will be applied to charges not paid by the due date. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet been paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.



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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.7 Payment and Credit Regulations, (Cont'd.)

## 2.7.5 Returned Item Charge

A charge of twenty-five dollars (\$25.00) will be assessed for any check or other form or payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

	<u>Maximum</u>
Returned Item Charge	\$50.00

## 2.7.6 Billing Disputes

Objections to billed charges must be reported to the Company within eighteen (18) months of receipt of billing. Claims must include all supporting documentation and may be submitted online at <http://Customers.twtelecom.com/disputes/> or by telephone at 1-800-565-8982. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

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

Service Monitoring and Enforcement Department  
Public Utilities Commission of Ohio  
180 East Broad Street, Tenth Floor  
Columbus, Ohio 43215-3793  
Toll Free Telephone: 1-800-686-7826  
TTY Toll Free Telephone: 1-800-686-1570  
From 8:00 AM to 5:00 PM (EST) weekdays or at  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

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SECTION 2 - REGULATIONS, (CONT'D.)

2.8 Applicable Law

This tariff is governed by the laws of the State of Ohio.

2.9 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier or by applicable interconnection agreements. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.10 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Customer shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.11 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

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

## 2.12 Service Level Standards and Credit Allowance for Interruptions

## 2.12.1 Service Level Standards for Local Exchange Services

The Company offers the following service level standards for voice services:

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

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4625 W.86<sup>th</sup> Street, Suite 500  
Indianapolis, IN 42628

OH10804

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SECTION 2 - REGULATIONS, (CONT'D.)

2.12 Service Level Standards and Credit Allowance for Interruptions, (Cont'd.)

2.12.2 Use of Another Means of Communications

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

2.12.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.13 Directory Errors

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

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

- A. Free Listings: For free or no charge published directory listings, credit shall be given as the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- B. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- C. Operator Records: For free or charge listings obtainable from records used by the director assistance operator, upon notification to the Company of the error, mistake or omission in such records by the Customer, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30<sup>th</sup> of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30<sup>th</sup> of the basic monthly rate for PBX trunks).
- D. Credit Limitation: The total amount of the credit provided for the preceding paragraphs A, B, and C shall not exceed, on a monthly basis, the total of charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.13 Directory Errors, (Cont'd.)

- 2.13.2 As used in this section, the terms "error", "mistake", or "omission" shall refer to a discrepancy in the directory listing or director assistance records which the Company has failed to correct and where the error affects the ability to locate a particular Customer's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the Customer on an incorrect street or in an incorrect community.
- 2.13.3 Such allowances or credits as specified in this Section shall be given upon notice to the Company by the Customer that such error, mistake, or omission has occurred; provided however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the Customer.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.14 Special Customer Arrangements

In cases where a Customer requests special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this Tariff, the Company may, at its option, provide the requested service under contract.

## 2.15 Other Rules

2.15.1 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers or Customers as required to meet changing statutes, regulations and Commission rules and standards.

2.15.2 The Customer may not assign its rights or obligations hereunder without the prior written consent of the Company, which shall not be unreasonably withheld or delayed.

2.15.3 All prices, terms, or conditions associated with any Service Contract entered into by the Customer are proprietary to the Company. The Customer may not use the Company's service mark, name or logo in connection with the Customer's marketing of any service to end users, even where those services include a Service supplied by the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.16 Expedited Due Date Service

## 2.16.1 General

Upon acceptance of the Customer's application for service, the Company will notify the Customer of the time frame in which service will be installed.

When a Customer requests that service be provided in advance of the established service interval, and the Company is able to comply, an Expedited Due Date Service charge will apply.

The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to expedite the service order.

## 2.16.2 Limitation of Liability

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

## 2.16.3 Charges

The Charge is applicable per exchange, per request and applies in addition to any normal service and installation charges.

	<u>Maximum</u>
Expedited Due Date Charge, Per Line	\$400.00



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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.17 Modification of Service Order

If the Customer requests a change in the service order after the Customer has confirmed the Service Order by signing a contract, an order confirmation (excluding requests to expedite the due date as provided by Section 2.17 of this tariff), an Order Modification Charge will apply. Written requests to delay the due date received less than 72 hours prior to the due date shall not result in the delay of billing monthly recurring charges from a third party that are directly associated with the Customer's request to modify the service order.

	<u>Maximum</u>
Order Modification Charge	\$250.00

## 2.18 Cancellation of Service Order

If the Customer cancels its order for service prior to the service due date, an Order Cancellation Charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to cancel the service order. The Cancellation of Service Order charge may be assessed when the company has already begun making special arrangements of facilities or equipment, which have caused the company to incur expenses before they receive the cancellation notice.

	<u>Maximum</u>
Order Cancellation Charge	25% of the monthly recurring charge for the cancelled circuit

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.19 Connection Charges

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; or (c) a change from one class of service to another at the same or a different location. Connection Charges are listed with each service to which they apply.

A charge will apply to each "move" or "change" of service. A "move" is defined as a change in physical location of the Customer's premises or the point of termination at the Customer's premises. Charges are listed with each service to which they apply. A "change" is defined as a revision, redesign or other provisioning change to existing services. A minimum switch configuration charge of \$50.00 shall apply to each change of service.

## 2.20 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premise to perform work necessary for effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Where a Network Interface Device exists, if the Company is able to test for Dial Tone and the problem proves to be beyond the Network Interface Device (within the Customer's premises) a maintenance charge is applicable. In the event there is no Network Interface Device and/or the Company is unable to test for dial tone, then no maintenance charge will be assessed. In those cases, where the Customer has bought an inside wire maintenance warranty/plan (a nonregulated service) from the Company, no maintenance charge will be applicable regardless of the dialtone test results or whether a NID exists or not.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.21 Trouble Reporting

If the Customer encounters a problem with any service after the actual completion date, the Customer must obtain a trouble ticket by calling 1-800-829-0420 for transport services, or 1-888-245-0608 for switched services. The Company will issue a credit for service interruptions, if applicable, in accordance with this Tariff. The duration of the problem is determined solely by the date and time the trouble ticket was opened and subsequently closed out as a resolved issue. Credits will not be issued unless a trouble ticket exists for the circuit in question.

## 2.22 Services to Hearing Impaired

## 2.22.1 General

Impaired Customers or impaired members of a Customer's household, upon written application and upon certification of their status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited education institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, nonprofit organizations and governmental agencies, upon written application that they maintain TDD lines for the benefit of the impaired, are eligible to receive discounted message toll services as specified below.

Upon receipt of the appropriate application, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the impaired: the evening discount off the intrastate, interexchange, Customer-dialed, station-to-station calls originating 8:00 a.m. to 4:59 p.m. Monday through Friday; the night/weekend discount off the intrastate, interexchange, Customer-dialed, station-to-station calls originating 5:00 p.m. to 10:59 p.m. Sunday through Friday, and New Year's day, Independence Day, Labor Day, Thanksgiving, and Christmas.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.23 Notices and Communications

- 2.23.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.23.2 The Company shall designate on the service order and address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service for which the Customer shall mail payment on that bill.
- 2.23.3 Except as otherwise stated in this tariff or permitted by Commission rules or regulations, all notices or other communications required to be given to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.23.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following procedures for giving notice set forth herein.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.24 Emergency/Crisis / Disaster Restoration and Provisioning Telecommunications Service Priority

## 2.24.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

- B. The TSP program has two components, restoration and provisioning.
1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
  2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.24 Emergency/Crisis / Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

## 2.24.2 TSP Request Process

## A. Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership  
National Security Posture and U.S. Population Attack Warning  
Public Health, Safety, and Maintenance of Law and Order  
Public Welfare and Maintenance of National Economic Posture

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as Customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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SECTION 2 - REGULATIONS, (CONT'D.)2.24 Emergency/Crisis / Disaster Restoration and Provisioning Telecommunications Service Priority,  
(Cont'd.)

## 2.24.2 TSP Request Process, (Cont'd.)

## B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.26.2.A. above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.26.2.A.1 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.24 Emergency/Crisis / Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

## 2.24.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.



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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.24 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

## 2.24.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.24 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

## 2.24.4 Responsibilities of the Company, (Cont'd.)

- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

## 2.24.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted Customer of the action to be taken.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.25 Additional Rules Relating to Resale of Service

All local voice services provided by the Company are intended for retail End User purposes only. The Company does not support any Customer's resale of local services to another end user that has not contracted with the Company. Unless otherwise agreed upon in writing by the Company, Customers must abide by the following requirements when purchasing any local services:

- 2.25.1 Customer must use Company- owned telephone numbers or numbers that are officially ported to the Company in connection with the Services.
- 2.25.2 The Company does not support the inclusion of individual names and/or locations for each telephone number used in connection with the Services for Emergency 911 purposes. Customer must utilize PS/ALI (Private Switch/Automatic Line Identifier) software to support each individual location for each ANI (Automatic Number Identification) transmitted by the Company to the applicable Emergency 911 PSAP (Public Safety Answering Position). The Company does not provide PS/ALI software.
- 2.25.3 The Company does not support CARE record information for each of Customer's end users and Customer must choose a single primary interexchange carrier for Customer and all of its end users. The Customer and all of its end users must utilize the same interexchange carrier.
- 2.25.4 The Company does not support the populating of the individual end user's caller name for Caller ID purposes. Only one Caller Name will be supported for each Billing Telephone Number provided to the Customer for the services purchased.
- 2.25.5 The Company does not support individual directory listings for each of the Customer's end users. Customers may only purchase directory listings that are representative of their own business name.
- 2.25.6 The Company will bill only Customer for both Customer's and its end users use of the Services. Usage may be detailed by Billing Telephone Number (BTN), but the Company will not bill Customer's end users for the Services nor does the Company provide billing media to assist Customer in billing its end users.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.25 Additional Rules Relating to Resale of Service, (Cont'd.)

2.25.7 The Company does not offer GR303 protocol in connection with the Services.

2.25.8 The Company will accept trouble reports only from Customer or a Customer provided contact. Customer's end users contacting the Company will be referred back to Customer for trouble ticket management.

2.25.9 Customer agrees that all Services purchased hereunder will be subject to taxes, fees, surcharges and assessments based on Customer's use of the Services as an end user.

SECTION 2 - REGULATIONS, (CONT'D.)

2.26 Charges Associated with Premises Visit

2.26.1 Terms and Conditions

The Customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at Customer request, the charge to be billed is the amount quoted to the Customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Residence and Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- Staples, screws, nail, tape, connectors, etc.

2.26.2 Inside Wire Maintenance and Installation

The Customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

1. Inside Wire Installation Charge - Flat Installation Charges apply when a Customer requests new noncomplex wire and jack installation or requests existing noncomplex wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring. Material is included in each time increment charge.

Flat Jack Installation Charge  
Per order, per premises - time & materials ICB

2. Flat Inside Wire Maintenance Charge - The Flat Inside Wire Maintenance Charge applies when a Customer requests noncomplex wire and jack maintenance. Material is included in the Flat Time and Materials Charge.

Time & Materials ICB  
Trouble Isolation Charge, Business ICB

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.27 Presubscription Procedures

## 2.27.1 Description

New Customers will be asked to select an intraLATA and/or interLATA toll carrier(s) at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for presubscription service. The selected carrier(s) will confirm their respective Customer's verbal selection by third-party verification or return written confirmation notices. All new Customers' initial requests for intraLATA and/or interLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 30 calendar days in which to inform the Company of an intraLATA and/or interLATA toll carrier presubscription selection free of charge. Until the Customer informs the Company of his/her choice for toll carrier(s), the Customer will not have a presubscribed toll carrier, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll presubscription within the 30day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a presubscription change at any time subject to the charges specified below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available carriers to aid the Customer in selection.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.27 Presubscription Procedures, (Cont'd.)

## 2.27.2 Presubscription Charges

## A. Application of Charges

After a Customer's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply.

1. The charge shall be no greater than those set forth below, unless modified by a Company-specific Commission-approved tariff.
2. If the Customer changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

## B. Nonrecurring Charges IntraLATA Presubscription Change Charge

The IntraLATA Presubscription Change Charge shall be applied as follows:

Per business:

--	Manual Process	\$5.50
--	Electronic Process	\$1.25

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### SECTION 3 - APPLICATION OF RATES

#### 3.1 Introduction

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

#### 3.2 Usage Based Charges

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

- 3.2.1 Calls are measured in time duration increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.2.2 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). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 3.2.3 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.
- 3.2.4 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.
- 3.2.5 All times refer to local time.



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## SECTION 4 - SERVICE AREAS

### 4.1 Exchange Service Areas

Exchange Services are provided (pursuant to Sections 5.1 and 6.1) in limited geographic areas. Exchange Services bearing the following NPA-NXX designations are provided at the following rate centers in each specified metropolitan area.

- A. Cincinnati: Alexandria; Aurora; Bethany-West Chester; Boone; Cincinnati; Clermont; Covington; Hamilton; Harrison; Independence; Lawrenceburg; Lebanon; Little Miami; Mason; Newtonsville; Oxford; Shandon; West Harrison; Walton; Williamsburg; Williamstown.
- B. Columbus: Alton; Canal Winchester; Cheshire Center; Columbus; Delaware; Dublin; Gahanna; Grove City; Groveport; Hilliard; Lockbourne; London; New Albany; Pataskala; Plain City; Radnor; Rathbone Reynoldsburg; Westerville; and Worthington.
- C. Dayton: Beavercreek; Brookville; Centerville; Dayton; Englewood; Enon; Fairborn; Franklin; Jamestown; Middletown; Miamisburg/West Carrollton; Monroe; New Carlisle; Mt. Orab; Piqua; Seaman; Springfield; Tipp City; Trenton; Trotwood; Troy; Vandalia; West Milton; Wilmington; and Xenia.

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Note: Full service versions of the Company's Exchange Services will be provided to Customers at Customer premises located in these areas pursuant to this or the incumbent local exchange carrier's tariff, to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises is served by an incumbent local exchange carrier's wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

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SECTION 4 - SERVICE AREAS, (CONT'D.)

## 4.2 Calling Areas

Geographically-defined Local Calling Areas are associated with each Exchange Service provided pursuant to Section 5.1. In addition to the Local Calling Areas listed below, the following exchanges have been aggregated to form local calling zones:

Columbus Metropolitan Exchange Area (CME):

The local calling area of the Columbus Metropolitan Exchange Area (CME) consists of Alton, Canal Winchester, Cheshire Center, Columbus, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Kilbourne, Lockbourne, New Albany, Pataskala, Rathbone, Reynoldsburg, Sunbury-Galena, West Jefferson, Westerville, Worthington.

Cincinnati Metropolitan Exchange Area (CME)

The local calling area of the Cincinnati CME consists of: Batavia, Bethany-West Chester, Bethel, Cherry Grove, Chevot, Clermont, Covedale, Evendale, Fairfield, Glendale, Groesbeck, Hamilton, Hamlet, Hartwell, Hyde Park, Little Miami, Loveland, Madisonville, Miami, Milford, Montgomery, Mt. Healthy, Mt. Washington, Newtonsville, New Richmond, North Greenhills, Northside, Norwood, Price Hill, Reily, Rossmoyne, Saylor Park, Seven Mile, Shandon, St. Bernard, Tobasco, West Chester, West Seventh, Westwood, Williamsburg.

- 
- 1 Rates and rate plans for Local Calling Area Calls placed over Company-provided Exchange Access Services are set forth in Section 6.

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SECTION 4 - SERVICE AREAS, (CONT'D.)

4.2 Calling Areas, (Cont'd.)

Dayton Metropolitan Exchange Area (DME)

The local calling area of the Dayton Metropolitan Exchange area consists of: Brookville, Cedarville, Clifton, Donnelsville, Englewood, Enon, Farmersville, Franklin, Germantown, Gratis, Jamestown, Lewisburg Liberty, Laura, Medway, Middletown, New Carlisle, New Lebanon, Phillipsburg, Spring Valley, Tipp City, Troy, Trotwood, Trenton, Waynesville, West Alexandria, West Milton, Xenia, Yellow Springs.

4.3 Extended Local Calling

Extended Local Calling (ELC) is a non-Optional plan that provides one way calling to the Dayton Metropolitan Area (exact exchanges listed below in the ELC Exchange section below). ELC is only applicable to Customers in Lebanon and Mason rate centers.

Extended Local Calling ELC Exchanges

Dayton, Beaver Creek, Bellbrook, Centerville, Dayton, Fairborn, Franklin, Monroe, Mainisburg-West Carrollton, Spring Valley, Trenton, and Vandalia.

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## SECTION 5 - NETWORK SERVICES DESCRIPTIONS

### 5.1 General Service Description

All services offered in this tariff are subject to Service Order and change charges where the Customer requests new service or changes in existing services, as well as indicated nonrecurring and monthly recurring charges.

These services provide a Customer with the ability to connect its terminal equipment, inside wiring or transmission facilities to the Company's switched network for the origination and reception or telephonic communications, and includes optional features designed to facilitate the use or expand the functionality of communications services.

Service is intended for end user applications with local usage not to exceed 200,000 minutes per month. Terms and conditions, rates and charges for applications exceeding 200,000 minutes of local usage per month will be determined on an individual case basis. If the Customer's actual usage exceeds 200,000 minutes of local usage per month, the Company may, upon thirty (30) days written notice, re-calculate and adjust the monthly recurring rates to be charged to the Customer. If the Customer does not accept the adjusted rates, it may upon notice to the Company terminate the Service. Termination liability charges may apply as specified elsewhere in this tariff.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.2 Standard Business Line Service

Standard Business Line Service provides a Customer with a single, voice-grade communications channel that can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. Standard Business Line Service may be offered on a Flat rate, per Message rate or on a Measured usage basis. Message and Measured Business Line Service consists of a flat rate monthly component combined with a usage sensitive component.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

## 5.3 Directory Assistance

## 5.3.1 General

A Customer may obtain assistance, for a charge, in determining a telephone number within the local calling area by dialing Directory Assistance Service. A Customer may obtain assistance, for a charge in determining a number outside the local calling area by dialing National Directory Assistance. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

## 5.3.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Calls from coin telephones, including COCOTS.
- B. Requests for telephone numbers for non-published service.
- C. Requests in which the Directory Assistance Operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
- D. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory.

## 5.3.3 Call Completion

A charge applies for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number, and are in addition to the charge for Directory Assistance. If the Customer elects to have an intraLATA toll call completed by the Local Directory Assistance operator, the Company's standard intraLATA toll per minute charges will apply.

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## SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

### 5.4 Operator Services

Provides for live or automated operator treatment when Customer dials "0". Services include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

Customers may choose the Company as their carrier for intraLATA calls and interLATA calls. They may select providers on a full 2 PIC basis.

MTS calls are billed in one (1) minute increments with an initial billing period of one (1) minute. The total number of minutes will be rounded at end of Billing Period to the nearest minute. Fractional cents will be rounded to nearest cent.

#### 5.4.1 Third Number Billing

Third Number Billing allows the Customer to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

#### 5.4.2 Collect Calling

Collect Calling allows the Customer to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

#### 5.4.3 Calling Card Calls

This service allows the Customer to place a call using a calling card provided by an interexchange carrier with or without the assistance of an operator.

#### 5.4.4 Person to Person

Calls are completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.4 Operator Services, (Cont'd.)

5.4.5 Station to Station

Calls are completed with the assistance of an operator to a particular station. The call may be billed to the called party.

5.4.6 General Assistance

This service allows the Customer to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 telephone numbers, but does not allow operator completion of the call.

5.4.7 Busy Line Verification and Interrupt Service

Busy Line Verification and Interrupt Service, furnished where facilities permit, provides the Customer with the following options:

A. Busy Line Verification

Upon request of the calling party, the Operator will determine if the line being called is clear or in use and will only report that status back to the calling party.

B. Busy Line Verification with Interrupt

The operator will determine if the line being called is clear or in use and if in use, will interrupt the call on the called line if the calling party indicates an emergency exists and therefore requests the interruption.



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## SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

### 5.5 Blocking Service

#### 5.5.1 General

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to Customers at no charge.

- A. Information Service Call Blocking: Calls placed to area code 900 and or 700 will be blocked.
- B. IntraLATA Information Service Call Blocking: Calls placed to any intraLATA information service number designated as a blockable code (e.g. 971, 974, 976) will be blocked.
- C. Toll Restriction (1+ and 0+ Blocking) - provides the Customer with a method of denying access to some or all of the toll network and operator services. Toll Restriction will not block the following types of calls: 911 (Emergency) and 1 + (Toll Free) calls.

The following options are available with Toll Restriction. One, all, or any combination may be selected

- 1. "0+" restricts access to 0+ calls through the operator (IntraLATA, InterLATA and International).
- 2. "1+" restricts access to 1+ calls (IntraLATA, InterLATA, and International).
- 3. "IntraLATA 0+/1+" restricts access to IntraLATA 0+/1+ calls only.
- 4. "InterLATA 0+/1+" restricts access to InterLATA 0+/1+ calls only.

---

SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.5 Blocking Service, (Cont'd.)

5.5.1 General , (Cont'd.)

C. Toll Restriction (1+ and 0+ Blocking), (Cont'd.)

5. "01" restricts access to operator assisted international calls only.
6. "011" restricts access to international direct dialed calls only.
7. "411" restricts calls to 411 directory assistance.
8. "555" restricts calls to NXX-555-1212 directory assistance.

- D. Billing Restriction Blocking – provides the Customer with a method of denying all third number billed and/or collect calls to a specific telephone number provided the transmitting operator checks the validation data base.

One or both of the following blocking options are available:

1. Third Number Billed; and/or
2. Collect Call.

5.5.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking service is available where equipment and facilities permit.
- C. Blocking Service or a telephonic block can only be removed pursuant to a written request by the Customer of record, or by the Customer of record providing the correct password over the telephone, or by a request made in person by such Customer. The Customer of record can provide a personal pass to use to remove blocking service at the time blocking service is established.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.6 Move and Change Charges

The Customer will be assessed a nonrecurring charge for any move or change of a PRI Service. Move and Change Charges are defined as follows:

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

Change: Any revision, redesign or other provisioning change to existing services.

5.7 Restoration Charge

A restoration charge applies to the restoration of services and facilities suspended for any reason under the provisions of this Tariff.

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## SECTION 6 - NETWORK SERVICES - RETAIL RATES & CHARGES

### 6.1 General

This section describes the Company's offerings for local dial-tone service and related switched services. All services are available on a retail and wholesale basis.

The following Network Services are offered in this Tariff:

Standard Business Line Service  
Directory Assistance  
Operator Service

Connection Charges  
Maintenance Visit Charges  
Move and Change Charges

### 6.2 Cincinnati

#### 6.2.1 Standard Business Line Service

##### A. Nonrecurring Charges

	<u>Maximum</u>
Per Line	\$60.00

##### B. Monthly Recurring Charges\*

	<u>Maximum</u>
Per Flat Line:	\$60.00
Per Message Line:	\$25.00

*\*Contract Terms available for 12, 24, 36 and 60 months. Contract terms will not exceed maximum rate as set forth on this page.*

#### 6.2.2 Directory Assistance\*

Directory Assistance Per Call Charge  
Call Completion Charge

\*See Current Retail Price List Page 66 for Rates.

## SECTION 6 - NETWORK SERVICES - RETAIL RATES &amp; CHARGES, (CONT'D.)

## 6.2 Cincinnati, (Cont'd.)

## 6.2.3 Operator Service\*

## Operator Assisted Service Charges Per Call

Customer Dialed Calling Card  
 Operator Dialed Calling Card  
 Third Number Billing  
 Collect Calling  
 Person-to-Person

General Assistance

## Busy Line Verification and Interrupt Service Charges:\*

Per Request  
 Busy Line Verification  
 Busy Line Verification with Interrupt

## 6.2.4 Connection Charges

Connection Charges are nonrecurring charges and are listed with each service to which they apply.

## 6.2.5 Maintenance Visit Charges

Duration of time, per technician	<u>Maximum</u>
First one hour	\$175.00
Each additional one-half (1/2) hour	\$ 87.00

## 6.2.6 Move and Change Charges

	<u>Maximum</u>
Per Change	\$ 200.00
Per Move	\$4000.00
Per Restoration	\$4000.00

\*See Current Retail Price List Page 66 for Rates.

## SECTION 6 - NETWORK SERVICES - RETAIL RATES &amp; CHARGES, (CONT'D.)

## 6.3 Columbus

## 6.3.1 Standard Business Line Service

## A. Message Rate Service

- |    |                            |                |
|----|----------------------------|----------------|
| 1. | Nonrecurring Charges       | <u>Maximum</u> |
|    | Per Line:                  | \$50.00        |
| 2. | Monthly Recurring Charges* | <u>Maximum</u> |
|    | Per Message Line           | \$50.00        |
| 3. | Message Usage Rate         | <u>Maximum</u> |
|    | Per Message:               | \$0.14         |

## B. Flat Rate Service

- |    |                          |                |
|----|--------------------------|----------------|
| 1. | Nonrecurring Charges     | <u>Maximum</u> |
|    | Per Line:                | \$50.00        |
| 2. | Monthly Recurring Charge | <u>Maximum</u> |
|    | 12 Months                | \$50.00        |
|    | 24 Months                | \$50.00        |
|    | 36 Months                | \$50.00        |
|    | 60 Months                | \$50.00        |

\*Contract Terms available for 12, 24, 36 and 60 months. Contract terms will not exceed maximum rate as set forth on this page.

## 6.3.2 Directory Assistance\*\*

Directory Assistance Per Call Per Call Charge  
Call Completion Charge

\*\*See Current Retail Price List Page 68 for Rates.

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SECTION 6 - NETWORK SERVICES - RETAIL RATES & CHARGES, (CONT'D.)

## 6.3 Columbus, (Cont'd.)

## 6.3.3 Operator Service\*

## Operator Assisted Service Charges:

Per Call Charges  
Customer Dialed Calling Card  
Operator Dialed Calling Card  
Third Number Billing  
Collect Calling  
Person-to-Person  
Station-to-Station  
General Assistance

## Busy Line Verification and Interrupt Service Charges:\*

Per Request  
Busy Line Verification  
Busy Line Verification with Interrupt

## 6.3.4 Connection Charges

Connection Charges are nonrecurring charges and are listed with each service to which they apply.

## 6.3.5 Maintenance Visit Charges

Duration of time, per technician	<u>Maximum</u>
First one hour	\$175.00
Each additional one-half (1/2) hour	\$ 87.00

## 6.3.6 Move and Change Charges

	<u>Maximum</u>
Per Change	\$ 200.00
Per Move	\$4,000.00
Per Restoration	\$4,000.00

\*See Current Retail Price List Page 68 for Rates.

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 SECTION 6 - NETWORK SERVICES - RETAIL RATES & CHARGES, (CONT'D.)

## 6.4 Dayton

## 6.4.1 Standard Business Line Service

## A. Message Rate Service

## 1. Nonrecurring Charges

	<u>Maximum</u>
Per Line:	\$50.00

## 2. Monthly Recurring Charges\*

	<u>Maximum</u>
Per Message Line:	\$50.00

## 3. Message Usage Rate

	<u>Maximum</u>
Per Message:	\$0.14

## B. Flat Rate Service

## 1. Nonrecurring Charges

	<u>Maximum</u>
Per Line:	\$50.00

## 2. Monthly Recurring Charge

	<u>Maximum</u>
12 Months	\$50.00
24 Months	\$50.00
36 Months	\$50.00
60 Months	\$50.00

*\*Contract Terms available for 12, 24, 36 and 60 months. Contract terms will not exceed maximum rate as set forth on this page.*

## 6.4.2 Directory Assistance\*\*

Directory Assistance Per Call Charge

Call Completion Per Call Charge

\*\*See Current Retail Price List Page 70 for Rates.



## SECTION 6 - NETWORK SERVICES - RETAIL RATES &amp; CHARGES, (CONT'D.)

## 6.4 Dayton, (Cont'd.)

## 6.4.3 Operator Service\*

Operator Assisted Service Charges Per Call

Customer Dialed Calling Card  
 Operator Dialed Calling Card  
 Third Number Billing  
 Collect Calling  
 Person-to-Person  
 Station-to-Station  
 General Assistance

Busy Line Verification and Interrupt Service Charges:\*

Per Request  
 Busy Line Verification  
 Busy Line Verification with Interrupt

## 6.4.4 Connection Charges

Connection Charges are nonrecurring charges and are listed with each service to which they apply.

## 6.4.5 Maintenance Visit Charges

Duration of time, per technician	<u>Maximum</u>
First one hour	\$175.00
Each additional one-half (1/2) hour	\$ 87.00

## 6.4.6 Move and Change Charges

	<u>Maximum</u>
Per Change	\$ 200.00
Per Move	\$4000.00
Per Restoration	\$4000.00

\*See Current Retail Price List Page 70 for Rates.

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SECTION 7-WHOLESALE SERVICES - RATES & CHARGES

All Wholesale Services offered by the Company are provided on the same terms, conditions, rates and charges as the Retail Services described in Sections 5 and 6 of this tariff.

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SECTION 8 - CURRENT RETAIL PRICE LIST

This section contains the current price for the Company's local dial-tone service and related switched services. All services are available on a retail and wholesale basis. Pricing is the same for retail and wholesale service.

## 8.1 Cincinnati

## 8.1.1 Standard Business Line Service

## A. Flat Rate Service

		12 Month	24 Month	36 Month	60 Month
	<u>Monthly</u>	<u>Term</u>	<u>Term</u>	<u>Term</u>	<u>Term</u>
Monthly Recurring Charge	\$38.31	\$38.16	\$36.05	\$34.48	\$32.56
Nonrecurring Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Move Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Change Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Restore Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80

## B. Message Rate Service

		12 Month	24 Month	36 Month	60 Month
	<u>Monthly</u>	<u>Term</u>	<u>Term</u>	<u>Term</u>	<u>Term</u>
Monthly Recurring Charge	\$21.74	\$21.09	\$20.46	\$19.57	\$18.48
Nonrecurring Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Move Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Change Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Restore Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80

Per Message Usage Rate: Per Message \$0.12

*\* Existing Customers at existing locations as of, continue to receive this service at the previously tariffed rate of \$12.95 per line, per month.*

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SECTION 8 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 8.1 Cincinnati, (Cont'd.)

## 8.1.2 Directory Assistance

Directory Assistance Per Call Charge	\$0.85
Per Call Completion	\$0.35

## 8.1.3 Operator Service

## Operator Assisted Service Charges Per Call

Customer Dialed Calling Card	\$1.50
Operator Dialed Calling Card	\$1.75
Third Number Billing	\$1.00
Collect Calling	\$2.00
Person-to-Person	\$3.00

General Assistance	\$1.00
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## Busy Line Verification and Interrupt Service Charges Per Request

Busy Line Verification	\$0.70
Busy Line Verification with Interrupt	\$1.40

## 8.1.4 Connection Charges

Connection Charges are nonrecurring charges and are listed with each service to which they apply.

## 8.1.5 Maintenance Visit Charges

Duration of time, per technician	
First one hour	\$175.00
Each additional one-half (1/2) hour	\$ 87.00

## SECTION 8 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 8.2 Columbus

## 8.2.1 Standard Business Line Service\*\*

## A. Message Rate Service

	<u>Monthly</u>	<u>12 Month</u> <u>Term</u>	<u>24 Month</u> <u>Term</u>	<u>36 Month</u> <u>Term</u>	<u>60 Month</u> <u>Term</u>
Monthly Recurring Charge	\$19.75	\$18.76	\$17.78	\$16.79	\$15.80
Nonrecurring Charge-Initial*	\$44.40	\$44.40	\$44.40	\$44.40	\$44.40
Nonrecurring Charge-Add'l	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Move Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Change Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Restore Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15

Message Usage Rate Per Message: \$0.06

## B. Flat Rate Service

	<u>12 Month</u> <u>Term</u>	<u>24 Month</u> <u>Term</u>	<u>36 Month</u> <u>Term</u>	<u>60 Month</u> <u>Term</u>
Monthly Recurring Charge	\$33.46	\$32.55	\$30.98	\$23.06
Nonrecurring Charge-Initial*	\$44.40	\$44.40	\$44.40	\$44.40
Nonrecurring Charge-Add'l	\$30.15	\$30.15	\$30.15	\$30.15
Move Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Change Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Restore Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

*\*Customers prior to at existing locations continue to receive this service at the previous rate of \$30.00 per line, per month**\*\*All rates and charges may be adjusted on an ICB for these services.*

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SECTION 8 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 8.2 Columbus, (Cont'd.)

## 8.2.2 Directory Assistance

Directory Assistance Per Call Charge	\$1.50
Call Completion Charge	\$0.25

## 8.2.3 Operator Service

## Operator Assisted Service Charges Per Call

Customer Dialed Calling Card	\$1.25
Operator Dialed Calling Card	\$1.95
Third Number Billing	\$2.25
Collect Calling	\$2.50
Person-to-Person	\$3.75
Station-to-Station	\$1.10
General Assistance	\$1.10

## Busy Line Verification and Interrupt Service Charges Per Request

Busy Line Verification	\$1.75
Busy Line Verification with Interrupt	\$2.00

## 8.2.4 Connection Charges

Connection Charges are nonrecurring charges and are listed with each service to which they apply.

## 8.2.5 Maintenance Visit Charges

Duration of time, per technician	
First one hour	\$175.00
Each additional one-half (2) hour	\$ 87.00

## SECTION 8 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 8.3 Dayton

## 8.3.1 Standard Business Line Service

## A. Message Rate Service

	<u>Monthly</u>	<u>24 Month</u> <u>Term</u>	<u>36 Month</u> <u>Term</u>
Monthly Recurring Charge	\$19.75	\$17.78	\$16.79
Nonrecurring Charge-Initial	\$44.40	\$44.40	\$44.40
Nonrecurring Charge-Add'l	\$30.15	\$30.15	\$30.15
Move Charge	\$30.15	\$30.15	\$30.15
Change Charge	\$30.15	\$30.15	\$30.15
Restore Charge	\$30.15	\$30.15	\$30.15

Message Usage Rate Per Message: \$0.06

## B. Flat Rate Service

	<u>Monthly</u>	<u>12 Month</u> <u>Term</u>	<u>24 Month</u> <u>Term</u>	<u>36 Month</u> <u>Term</u>	<u>60 Month</u> <u>Term</u>
Monthly Recurring Charge	\$34.81	\$33.66	\$32.55	\$30.98	\$29.06
Nonrecurring Charge-Initial	\$44.40	\$44.40	\$44.40	\$44.40	\$44.40
Nonrecurring Charge-Add'l	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Move Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Change Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Restore Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15

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SECTION 8 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 8.3 Dayton, (Cont'd.)

## 8.3.2 Directory Assistance

Directory Assistance Per Call Charge	\$1.50
Call Completion Per Call Charge	\$0.25

## 8.3.3 Operator Service

## Operator Assisted Service Charges Per Call

Customer Dialed Calling Card	\$1.25
Operator Dialed Calling Card	\$1.95
Third Number Billing	\$2.25
Collect Calling	\$2.50
Person-to-Person	\$3.75
Station-to-Station	\$1.10
General Assistance	\$1.10

## Busy Line Verification and Interrupt Service Charges Per Request

Busy Line Verification	\$1.75
Busy Line Verification with Interrupt	\$2.00

## 8.3.4 Connection Charges

Connection Charges are nonrecurring charges and are listed with each service to which they apply.

## 8.3.5 Maintenance Visit Charges

Duration of time, per technician	
First one hour	\$175.00
Each additional one-half (2) hour	\$ 87.00



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SECTION 8 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 8.4 Miscellaneous Charges

The rates and charges listed in this section apply to the Columbus, Cincinnati and Dayton exchanges.

## 8.4.1 Returned Item Charge (Section 2.7.5)

Returned Item Charge, per occasion \$25.00

## 8.4.2 Expedited Due Date Service (Section 2.16.4)

Per Line \$250.00\*

## 8.4.3 Modification of Service Order (Section 2.17)

Per Request \$250.00\*

## 8.4.4 Cancellation of Service Order (Section 2.18)

Per Request 25% of the monthly recurring charge for the cancelled circuit\*

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:

Where the company has notified a Customer or prospective Customer of the possibility that special expenses may be incurred in connection with provisioning the Customer's service, and then 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.

\* *The Company reserves the right to assess documented charges from a third party that are directly associated with the Customer's request to modify, cancel or expedite the Customer's service order.*

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## SECTION 9 - MISCELLANEOUS SERVICES

### 9.1 Restoration of Service

#### 9.1.1 Description

A restoration charge applies to the restoration of services and facilities suspended for any reason under the provisions of this Tariff. The restoration charge is payable at the time the restoration of the suspended service and facilities is arranged. The Customer must satisfy its past due balance and correct the deficiency that gave rise to the suspension prior to the restoration of service. In addition, the Company may require the Customer to pay a deposit or otherwise re-establish credit prior to the restoration of the suspended service and facilities.

#### 9.1.2 Rate

A restoration charge equal to the applicable nonrecurring charge(s) set forth in this Tariff or the Service Order for the suspended service(s) shall be applied.

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

## 9.2 N11 Dialing Service

The Company allows Customers to access N11 services offered by other providers. N11 Dialing Service is a three-digit local dialing arrangement (excluding 411 and 911) available in specified service areas for the delivery of information and referral services via voice grade facilities as required by state and federal regulators.

The local calling area for the rate center of the N11 service subscriber will be the same as the Company's local calling area for that rate center. N11 Dialing Service will be provided as equipment and facilities permit. N11 service is limited to use by agencies approved by applicable federal and/or state regulators.

N11 Dialing Service is delivered via regular exchange access lines, e.g., individual business lines, trunks, etc. Service is furnished subject to availability of the N11 number.

Access to N11 Dialing Service is not available to the following services:

- 1+ Toll Services
- 101XXXX
- Credit Card
- Third-Party Billed
- Collect Calls
- Inmate Service

Operator assisted calls to the N11 Subscriber will not be completed.

The N11 subscriber may not directly or indirectly sell or transfer the N11 Number to an unaffiliated entity.

Only one seven or 10- digit local number or one 10-digit toll free number may be used as the lead number per basic local calling area.

All requests for N11 Dialing Service must be submitted in writing to the Commission.

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.2 N11 Dialing Service, (Cont'd.)

The N11 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via the N11 number. If requested by the Company, the N11 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscribers N11 service.

Though access to these services is free of charge, the Customer who subscribes to measured or message rate service will incur standard local usage charges when accessing N11 Dialing Services.

In no event shall the Company be liable for any losses, damages or claims of any kind arising from the provision of N11 Dialing Service or any Customer's use of such service.

TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT C

SUMMARY OF CHANGES

# Exhibit C

## Time Warner Telecom of Ohio, L.L.C. Local Exchange Services Tariff

### Narrative of Tariff Changes

P.U.C.O Tariff No. 8 replaces P.U.C.O Tariff No. 6 in its entirety. The following pages have been removed from P.U.C.O Tariff No. 6 and are being posted on the Company's web site of [www.twtelecom.com](http://www.twtelecom.com)

Section	Pages Removed	Service Removed
2 - Rules and Regulations		
2.7.4	32	Tax Language
2.10	35 – 36	Refusal or Discontinuance of Service by Company
2.13	37 – 39	Updated and Combined Credit Allowances for Interruptions with Service Level Standards.
4 – Service Areas		
4.4	55 - 55.9	Cincinnati Exchange Areas Maps
4.5	56 - 56.8	Columbus Exchange Areas Maps
4.6	57 - 57.8	Dayton Exchange Areas Maps
5 - Network Services Descriptions		
	59	Blank Page
5.3	60	Analog PBX Trunk Service
5.4 and 5.5	61	Digital PBX Trunk Service and Individual Telephone Number Service
5.6	62 – 69	Primary Rate ISDN (PRI) Service
	70 - 71	Blank Pages
5.9	76 – 80	Custom Calling Features and Hunting
5.11	81	Number Portability
5.13	83 – 89.1	Listings
5.14	90	Non-Published Service
5.15	91	Non-Listed Service
5.16	92	Emergency Services Calling Plan
5.17	93	Emergency Reroute Service
5.18	94	Disaster Routing Service
5.19 and 5.20	95	Expanded Exchange Service and Business Expansion Service
5.21	95.1 – 95.2,	Supplemental Features
5.22	95.3	VersiPak IPRI Service
5.23	95.4	IBL and VersiPak Packages
5.26	95.6 – 95.7	Bonded Integrated Service Offerings
5.27	95.8	Business Terminal Service
5.28	95.9 – 95.12	VersiPak Flex T and Power T Products
5.29	95.13	Voice T1 Service
6-Network Services-Retail Rates and Charges (Cincinnati) 6.2		
6.2.2	98	Analog PBX Trunk Service
6.2.3	99	Digital PBX Trunk Service
6.2.4	100	Individual Telephone Number Service
6.2.7	102	Custom Calling Features

Exhibit C, Continued

Time Warner Telecom of Ohio, L.L.C.  
Local Exchange Services Tariff

Narrative of Tariff Changes

Section	Pages Removed	Service Removed
6-Network Services-Retail Rates and Charges (Cincinnati) 6.2		
6.2.8, 6.2.9, 6.2.10	103	Hunting, Number Portability, Toll Blocking Service
6.2.13	104	Directory Listings
6.2.14	105	Primary Rate ISDN (PRI) Service
6.2.15	106	Primary Rate ISDN (PRI) Data Service
6.2.16	107	Inbound Pool Primary Rate ISDN (PRI) Service
6.2.18	108	Emergency Reroute Service
6.2.19, 6.2.10, 6.3.21	109	Disaster Routing Service, Expanded Exchange Service, Business Expansion Service
6.2.22	109.1	Supplemental Features
6.2.23	109.2	VersiPak IPRI Service
6.2.24	109.3	IBL and VersiPak Packages
6.2.25	109.4 - 109.5	Bonded Integrated Service Offerings
6.2.26	109.6	Business Terminal Service
6.2.27	109.7	VersiPak Flex T and Power T Products
6.2.28	109.8	Voice T1 Service
(Columbus) 6.3		
6.3.2	111	Analog PBX Trunk Service
6.3.3	112 - 114	Digital PBX Trunk Service
6.3.4	115	Individual Telephone Number Service
6.3.7	117	Custom Calling Features
6.3.8, 6.3.9, 6.3.10	118	Hunting, Number Portability, Toll Blocking Service
6.3.13	119	Directory Listings
6.3.14	120 - 121	Primary Rate ISDN (PRI) Service
6.3.15	122	Primary Rate ISDN (PRI) Data Service
6.3.16	123	Inbound Pool Primary Rate ISDN (PRI) Service
6.3.17 and 6.3.18	124	Emergency Reroute Service and Disaster Routing Service
6.3.19 and 6.3.20	125	Expanded Exchange Service and Business Expansion Service
6.3.21	125.1	Supplemental Features
6.3.22	125.2	VersiPak IPRI Service
6.3.23	125.3	IBL and VersiPak Packages
6.3.25	125.5 - 125.6	Bonded Integrated Service Offerings
6.3.26	125.7	Business Terminal Service
6.3.27	125.8	VersiPak Flex T and Power T Products
6.3.28	125.9	Voice T1 Service

Exhibit C, Continued

Time Warner Telecom of Ohio, L.L.C.  
Local Exchange Services Tariff

Narrative of Tariff Changes

Section	Pages Removed	Service Removed
6-Network Services-Retail Rates and Charges 6- (Dayton) 6.4		
6.4.2	127 – 127.1	Analog PBX Trunk Service
6.4.3	128 – 129.1	Digital PBX Trunk Service
6.4.4	130	Individual Telephone Number Service
6.4.7	132	Custom Calling Features
6.4.8, 6.4.9, 6.4.10	133	Hunting, Number Portability, Toll Blocking Service
6.4.13	134	Directory Listings
6.4.14	135 - 136	Primary Rate ISDN (PRI) Service
6.4.15	137	Primary Rate ISDN (PRI) Data Service
6.4.16	138	Inbound Pool Primary Rate ISDN (PRI) Service
6.4.18 and 6.4.19	140	Emergency Reroute Service and Disaster Routing Service
6.4.20	141	Extended Local Calling
6.4.21 and 6.4.22	142	Expanded Exchange Service and Business Expansion Service
6.4.23	142.0.1	Supplemental Features
6.4.24	142.0.2	VersiPak IPRI Service
6.4.25	142.0.3	IBL and VersiPak Packages
6.4.26	142.0.4-142.0.5	Bonded Integrated Service Offerings
6.4.27	142.0.6	Business Terminal Service
6.4.27	142.0.7	VersiPak Flex T and Power T Products
6.4.28	142.0.8	Voice T1 Service
7 – Current Retail Price List - (Cincinnati) 7.1		
7.1.2	145 - 146	Analog PBX Trunk Service
7.1.3	147 - 149	Digital PBX Trunk Service
7.1.4	150	Individual Telephone Number Service
7.1.7	152	Custom Calling Features
7.1.8, 7.1.9, 7.1.10	153	Hunting, Number Portability, Toll Blocking Service
7.1.13	154	Directory Listings
7.1.14	155	Primary Rate ISDN (PRI) Service
7.1.15	156	Primary Rate ISDN (PRI) Data Service
7.1.16	157	Inbound Pool Primary Rate ISDN (PRI) Service
7.1.17	158	Blank Page
7.1.18 and 7.1.19	159	Emergency Reroute Service, Disaster Routing Service
7.1.20 and 7.1.21	160	Expanded Exchange Service and Business Expansion Service
7.1.22	160.1	Supplemental Features
7.1.23	160.2 – 160.3	VersiPak Services



# Exhibit C, Continued

## Time Warner Telecom of Ohio, L.L.C. Local Exchange Services Tariff

### Narrative of Tariff Changes

Section	Pages Removed	Service Removed
7 – Current Retail Price List - (Cincinnati) 7.1		
7.1.24	160.4	IBL and VersiPak Packages
7.1.25	160.5 – 160.16.1	Bonded Integrated Service Offerings
7.1.26	160.17–160.18.1	Business Terminal Service
7.1.27	160.18.2-160.18.3	VersiPak Flex T and Power T Products
7.1.28	160.18.4	Voice T1 Service
(Columbus) 7.2		
7.2.2	162	Analog PBX Trunk Service
7.2.3	163 - 164	Digital PBX Trunk Service
	165	Blank Page
7.2.4	166	Individual Telephone Number Service
7.2.7	168	Custom Calling Features
7.2.8, 7.2.9, 7.2.10	169	Hunting, Number Portability, Toll Blocking Service
7.2.13	170	Directory Listings
7.2.14	171 – 172.2	Primary Rate ISDN (PRI) Service
7.2.15	173	Primary Rate ISDN (PRI) Data Service
7.2.16	174	Inbound Pool Primary Rate ISDN (PRI) Service
7.2.17	175	Blank Page
7.2.18 and 7.2.19	176	Emergency Reroute Service and Disaster Routing Service
7.2.20 and 7.2.21	177	Expanded Exchange Service and Business Expansion Service
7.2.22	177.1	Supplemental Features
7.2.23	177.2 – 177.3	VersiPak Services
7.2.24	177.4	IBL and VersiPak Packages
7.2.25	177.5 – 177.16.1	Bonded Integrated Service Offerings
7.2.26	177.17 – 177.18.1	Business Terminal Service
7.2.27	177.18.2-177.18.3	VersiPak Flex T and Power T Products
7.2.28	177.18.4	Voice T1 Service
(Dayton) 7.3		
7.3.2	179 – 179.1	Analog PBX Trunk Service
7.3.3	180 – 181.1	Digital PBX Trunk Service
7.3.4	182	Individual Telephone Number Service
7.3.7	184	Custom Calling Features
7.3.8, 7.3.9, 7.3.10	185	Hunting, Number Portability, Toll Blocking Service
7.3.13	186	Directory Listings
7.3.14	187 – 188.2	Primary Rate ISDN (PRI) Service
7.3.15	189	Primary Rate ISDN (PRI) Data Service
7.3.16	190	Inbound Pool Primary Rate ISDN (PRI) Service
7.3.17	191	Blank Page

Exhibit C, Continued

Time Warner Telecom of Ohio, L.L.C.  
Local Exchange Services Tariff

Narrative of Tariff Changes

<b>Section</b>	<b>Pages Removed</b>	<b>Service Removed</b>
7-Current Retail Price List - (Dayton) 7.3		
7.3.18 and 7.3.19	192	Expanded Exchange Service and Business Expansion Service
7.3.20	193	Extended Local Calling
7.3.21 and 7.3.22	194	Expanded Exchange Service and Business Expansion Service
7.2.23	194.0.1	Supplemental Features
7.2.24	194.0.2 - 194.0.3	VersiPak Services
7.2.25	194.0.4	IBL and VersiPak Packages
7.3.26	194.0.5–194.0.16.1	Bonded Integrated Service Offerings
7.3.27	194.0.17-194.0.18.1	Business Terminal Service
7.3.28	194.0.18.2-194.0.18.3	VersiPak Flex T and Power T Products
7.3.29	194.0.18.4	Voice T1 Service
8-IntraLATA Toll Service	195 - 199	Entire Section
10-Special Construction	201 - 205	Entire Section
11-Promotional Offerings	206 -245	Entire Section

This tariff also adds Liability of the Company language and updates Billing and Collection of Charges language, updated Commission information for disputed bills, per the Public Utilities Commission of Ohio, updates blocking language, credit intervals and service standards.

TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT D

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

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

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

TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT E

CUSTOMER NOTICE

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



February 26, 2008

Dear Customer:

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

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

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Time Warner Telecom must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings in a service catalog online at [http://www.twtelecom.com/cust\\_center/state\\_tariffs.html](http://www.twtelecom.com/cust_center/state_tariffs.html) or you can request a copy of this information by contacting the Customer Care Group at 10475 Park Meadows Drive, Littleton, CO 80124 or by calling 1-800-565-8982.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

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

Columbus Office: 614-255-2100

Cincinnati Office: 513-644-8901

Dayton Office: 937-425-8249

Thank You,

Time Warner Telecom

TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT E

CUSTOMER NOTICE AFFIDAVIT

CUSTOMER NOTICE AFFIDAVIT

STATE OF INDIANA

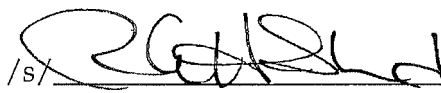
SS:

COUNTY OF MARION

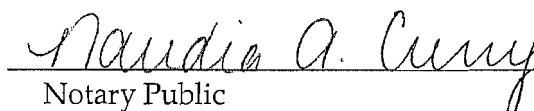
AFFIDAVIT

I, Pamela Sherwood, am an authorized agent of the applicant corporation, Time Warner Telecom of Ohio, LLC, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers by a separate letter sent via US Mail on February 26, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2/27/08 Indianapolis, IN  
(Date) (Location)

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

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

  
Notary Public  
My Commission Expires:

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

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

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**in**

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

Summary: Application Part 3 of Detariffing Application Package on behalf of Time Warner Telecom of Ohio LLC, Local Exchange Tariff electronically filed by Mrs. Barbara E. del Castillo on behalf of Time Warner Telecom of Ohio, LLC