

LARGE FILING SEPERATOR SHEET

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RESPONSE TO DATA REQUESTS

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June 16, 2008

Via Federal Express

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

Re: Case No. 08-624-TP-ACE - Application Onvoy, Inc. d/b/a Onvoy Voice Services to Provide Resold and Facilities-Based Local Exchange and Competitive Telecommunications Services
RESPONSE TO DATA REQUESTS

Dear Ms. Jenkins:

On behalf of Onvoy, Inc. d/b/a Onvoy Voice Services ("Onvoy") enclosed for filing are an original and seven (7) copies of responses to the Data Requests of Ambrosia Logsdon dated June 5, 2008. Specifically, Onvoy provides as Attachments A, B, and C, respectively, replacement pages to Onvoy's proposed price list for detariffed services and Onvoy's local exchange and access tariffs. In addition, Onvoy provides response to the following inquiries:

- **Will Onvoy offer any LD products? There were none listed.**

Onvoy's proposed detariffed price list include long distance products in Section 12.

- **Has Onvoy sent interconnection requests to the providers other than AT&T and Verizon? If so, who? Why weren't they provided?**

Onvoy has not yet request interconnection with any providers other than AT&T and Verizon.

- **Please submit a copy of the letter that was sent to the Dept. of Taxation. Registration is not sufficient. I am attaching a sample letter to the email that this request came with.**

A copy of the letter that Onvoy has sent to the Department of Taxation is provided as Attachment D.

- **Is Onvoy aware of the Commission's requirements of providers requiring advance payments for dial tone?**

Yes, Onvoy is aware of the Commission's requirements for providers requiring advance payments for dial tone services.

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Renee J. Jenkins, Director of Administration
June 16, 2008
Page 2

- **Onvoy's bill needs to comply to MTSS rule 4901:1-5-07 (ALL of the items on the bill, especially,**
 - breakout of the Local and LD charges**
 - unresolved issues/complaint language**
 - toll-free business office number**
 - an itemized list of taxes and surcharges described, grouped and labeled in a separate area of the bill.**

Onvoy provides as Attachment E a revised sample bill that complies with MTSS Rule 4901:1-5-07.

- **The disconnect notice needs to comply to MTSS rule 4901:1-5-10 (F).**

Onvoy provides as Attachment F a revised sample disconnect notice that complies with MTSS Rule 4901:1-5-10 (F).

Proposed Access Tariff

16. Page 77: Who gets charged the authorized PIC change, unauthorized PIC change, and expedited PIC switchback charges?

As explained in Section 5.1(C) of the replacement tariff, the PIC change is either billed to the interexchange carrier.

As explained in Section 5.2 of the replacement tariff, the unauthorized PIC change charges is billed to the interexchange carrier that submitted the unauthorized PIC change.

As explained in Section 5.3 of the replacement tariff, the PIC switchback charge is billed to the interexchange carrier that requested the service.

Please date stamp the extra copy of this filing and return it in the self-addressed, postage paid envelope provided. Should you have any questions regarding this Application, please do not hesitate to contact us.

Respectfully submitted,



Brett Ferencak

Counsel for Onvoy, Inc.

LIST OF ATTACHMENTS

Attachment A	Replacement Proposed Detariffed Price List
Attachment B	Replacement Proposed Local Exchange Tariff
Attachment C	Replacement Proposed Access Tariff
Attachment D	Letter to Department of Taxation
Attachment E	Revised Sample Bill
Attachment F	Revised Disconnection Notice

ATTACHMENT A

Replacement Proposed Detariffed Price List

GENERAL CUSTOMER SERVICES PRICE LIST
FOR THE
STATE OF OHIO

This Price List applies to Business Tier 2 Services and Interexchange Services furnished by Onvoy, Inc. d/b/a Onvoy Voice Services ("Company") between one or more points in the State of Ohio.

Issued: May 23, 2008

Effective: June 22, 2008

Issued By:

Mary T. Buley, Senior Regulatory & Interconnection Manager
Onvoy Voice Services
300 South Highway 169, Suite 700
Minneapolis, MN 55426

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TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>
EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS PRICE LIST	Preface	5
APPLICATION OF PRICE LIST	Preface	6
DEFINITIONS	1	
REGULATIONS	2	
2.1 Undertaking of the Company	2	1
2.2 Prohibited Uses	2	8
2.3 Obligations of the Customer	2	9
2.4 Customer Equipment and Channels	2	11
2.5 Payment Arrangements	2	13
2.6 Allowances for Interruptions in Service	2	18
2.7 Cancellation of Service	2	21
2.8 Transfers and Assignments	2	21
2.9 Notices and Communications	2	22
2.10 Customer Liability for Unauthorized Use of the Network	2	23
2.11 Special Conditions Governing Operator Services	2	25
APPLICATION OF RATES	3	
3.1 Introduction	3	1
3.2 Charges Based on Duration of Use	3	1
3.3 Rates Based Upon Distance	3	2
SERVICE AREAS	4	
4.1 Service Areas Map	4	1
4.2 Basic Local Calling Areas	4	1
4.3 Extended Local Calling Areas	4	1

Issued: May 23, 2008

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300 South Highway 169, Suite 700
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A/72559866.3

TABLE OF CONTENTS (Cont'd)

	<u>Section</u>	<u>Page</u>
EXCHANGE ACCESS SERVICE	5	
5.1 General	5	1
5.2 Basic Line Service	5	2
5.3 Key Line Service	5	3
5.4 Basic Trunk Service	5	4
5.5 DID Trunk Service	5	5
5.6 Onvoy Advantage Service	5	6
5.7 Custom Local Area Signaling Services (CLASS)	5	8
5.8 Onvoy-T Service	5	10
5.9 OnvoyXpress Business Bundle (OBB)	5	11
5.10 OnvoyTouch Service	5	11
EXCHANGE ACCESS OPTIONAL FEATURES	6	
6.1 Directory Listings	6	1
6.2 Direct Inward Dial (DID) Service	6	1
6.3 OnvoyValue Bundled Service	6	1
RESOLD LOCAL EXCHANGE SERVICE	7	
7.1 Description	7	1
LOCAL CALLING SERVICE	8	
8.1 Description	8	1
INTRALATA CALLING SERVICE	9	
9.1 Description	9	1
9.2 Time Periods	9	1
9.3 Rates	9	2
9.4 IntraLATA Toll Presubscription	9	2

Issued: May 23, 2008

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300 South Highway 169, Suite 700
Minneapolis, MN 55426

A/72559866.3

TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>
MISCELLANEOUS SERVICES	10	
10.1 Traditional Operator Services	10	1
10.2 Busy Line Verify & Line Interrupt Service	10	3
10.3 Service Implementation	10	4
10.4 Restoration of Service	10	4
10.5 Custom Calling Service	10	4
10.6 Remote Call Forwarding Rates	10	4
SPECIAL ARRANGEMENTS	11	
11.1 Special Construction	11	1
11.2 Individual Case Basis (ICB) Arrangements	11	3
11.3 Temporary Promotional Programs	11	3
INTEREXCHANGE SERVICE	12	
12.1 Rates Charged Based on Timing of Call	12	1
12.2 Rates Based Upon Calculation of Distance	12	2
12.3 Reserved for Future Use	12	3
12.4 Service Offerings	12	4
12.5 Toll Blocking Policy	12	22

Issued: May 23, 2008

Effective: June 22, 2008

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Onvoy Voice Services
300 South Highway 169, Suite 700
Minneapolis, MN 55426

A/72559866.3

TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>
PRICE LIST	13	
13.1 Exchange Access Service	13	1
13.2 Exchange Access Optional Features	13	5
13.3 Resold Local Exchange Service	13	6
13.4 Local Calling Service	13	8
13.5 Intralata Calling Service	13	9
13.6 Miscellaneous Services	13	10
13.7 Onvoy Long Distance Service (LDSI)	13	12
13.8 Onvoy Toll Free Service	13	13
13.9 Miscellaneous Interexchange Services	13	14
13.10 Primary Rate interface Service	13	17
13.11 Basic Rate ISDN Service (BRI)	13	18
13.12 OnvoyTouch Service	13	19
13.13 Charge for Connecting or Changing Service	13	21
13.14 Onvoy-T Service	13	22
13.15 OnvoyXpress Business Bundle (CBB)	13	24
13.16 Directory Listing	13	25
13.17 Remote Call Forwarding	13	25
13.18 OnvoyValue Bundled Service	13	26

Issued: May 23, 2008

Effective: June 22, 2008

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300 South Highway 169, Suite 700
Minneapolis, MN 55426

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**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS PRICE LIST**

The following symbols shall be used in this price list 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 or regulation. |
| 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 PRICE LIST

This Price List sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Non Residential intrastate, local exchange and interexchange telecommunications services by Onvoy, Inc. d/b/a Onvoy Voice Services, hereinafter referred to as the Company, to Customers in the State of Ohio. The Company will provide local exchange service only in the exchanges in which it has an approved interconnection or resale agreement with the incumbent local exchange carrier.

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DEFINITIONS

Certain terms used generally throughout this price list are defined below.

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

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

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 Subscriber. 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.

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

Call Forwarding: Allows an incoming call to be sent elsewhere.

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

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the Customer's telephone system.

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

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

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

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

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DEFINITIONS (Cont'd)

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

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes onhook.

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

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

Call Transfer: Allows a station line user to transfer any established call to another station line in outside the customer group without the assistance of the attendant.

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

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

Collocation Point: Central Offices where Onvoy has installed equipment and connected to the In Local Exchange Carrier (ILEC) network so that Onvoy can connect to end-user Customers served the particular Central Office via leased unbundled network element loops (UNE loops).

Following is a list of Central Offices in which Onvoy is collocated. The list includes the name, address, and reference code (CLLI) for each Central Office from which Onvoy provides services under price list. The provision of services to a Customer under this price list, except for those services provided to OnNet Customers and Resold-Only Customers, depends upon the existence of a collocation point that serves the Customer area.

City	Address	CO Name	CLLI Code
AKRON	50 w. Bowery St	Akron-Blackstone	AKRNOH25
AKRON	1600 W. Market	Akron-University	AKRNOH86
AKRON	208 Portage Trail E	Cuyahoga Falls	CYFLOH92
TOLEDO	121 N Huron St	Toledo 21	TOLDOH21
TOLEDO	2414 W Sylvania Ave	Toledo 47	TOLDOH47
TOLEDO	3332 Dorr St	Toledo 53	TOLDOH53

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DEFINITIONS (Cont'd)

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

Company: , the issuer of this price list.

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

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. Customers are classified according to 1) the categories listed below; and for all categories of customers except OnNet Customers and Resold-Only Customers, 2) the Collocation Points listed above for services provided under this price list. A line is defined as a voice or digital circuit with transmission capacity up to 64KB per second.

1- 2 Line UNE Customers - Customers who subscribe to a total of one to two lines of voice and/or data services serviced via DSO (64KB analog loop) and/or DS 1 (1.544 MB digital loop) UNE(s).

3 - 4 Line UNE Customers - Customers who subscribe to a total of three to four lines of voice and/or data services served via DSO and/or DS1 UNEs.

5 - 9 Line UNE Customers - Customers who subscribe to a total of five to nine lines of voice and/or data services served via DSO and/or DS1 UNEs.

10 - 16 Line UNE Customers - Customers who subscribe to a total of 10 to 16 lines of voice and/or data services served via DSO and/or DS 1 UNEs.

17 - 23 Line UNE Customers - Customers who subscribe to a total of 17 to 23 lines of voice and/or data services served via DSO and/or DS1 UNEs.

24 - 50 Line UNE Customers - Customers who subscribe to a total of 24 to 50 lines of voice and/or data services served via DSO and/or DS 1 UNEs.

50+ Line UNE Customers - Customers who subscribe to a total of 50 or more lines of voice and/or data services served via DSO and/or DS 1 UNEs.

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

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

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DEFINITIONS (Cont'd)

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

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

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.

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

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

DSX-1 Panel: Distribution equipment used to terminate and administer DS 1 (1.544 Mbps) circuits.

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

Duplex Service: Service that provides for simultaneous transmission in both directions

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.

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

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

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

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

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

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

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DEFINITIONS (Cont'd)

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

Mbps: Megabits, denotes millions of bits per second.

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

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

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

Service Order: The 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 price list, but the duration of the service is calculated from the Service Commencement Date.

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

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

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

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

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DEFINITIONS (Cont'd)

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

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

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

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

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this price list.

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REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish Non-Residential communications service pursuant to the terms of this price list in connection with one-way and/or two-way information transmission between points within the State of Ohio.

Customers and users may use services and facilities provided under this price list to obtain access to services offered by other service providers. The Company is responsible under this price list only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

(A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

(B) The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

(A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have 30 days.

(B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

REGULATIONS (Cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

- (C) At the expiration of the initial term of the contract period specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) In any action between the parties to enforce any provision of this price list, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (E) Service may be terminated upon 7 days written notice to the Customer if
 - (1) the Customer is using the service in violation of this price list; or
 - (2) the Customer is using the service in violation of the law.
- (F) This price list shall be interpreted and governed by the laws of the State of Ohio regardless of its choice of laws provision.
- (G) Incumbent local exchange carriers and their affiliated local telephone companies must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (H) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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REGULATIONS (Cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Liability of the Company

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

- (A) Unless otherwise determined by the Commission and, except where provided for in the MTSS, this price list, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- (C) Unless otherwise determined by the Commission, and except where provided for in the MTSS., the Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

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REGULATIONS (Cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Liability of the Company (cont'd)

- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.
- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- (I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- (J) Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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A/72559866.3

REGULATIONS (Cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.5 Notification of Service-Affecting Activities

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

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A/72559866.3

REGULATIONS (Cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list.

In the case of installation of local exchange service, the Company will waive installation charges as required by the Ohio Minimum Telephone Service Standards rules if installation does not occur within the applicable time frames.

- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from any equipment or facilities associated with the Company's provision of service to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment.

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A/72559866.3

REGULATIONS (Cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.7 Non-Routine Installation

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this price list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in the Company, its agents or contractors.

REGULATIONS (Cont'd)

2.2 **Prohibited Uses**

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Ohio Public Utility Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

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A/72559866.3

REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this price list;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or maybe charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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A/72559866.3

REGULATIONS (Cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.1 General (cont'd)

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

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

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A/72559866.3

REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this price list. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this price list.

2.4.2 Station Equipment

- (A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (cont'd)

2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this price list may be connected to Customer-provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this price list only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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A/72559866.3

REGULATIONS (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

(A) Taxes

The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e. sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this price list. These charges may appear as separate line items on the Customer's bill, as opposed to being included in the rates contained in the price list. Any such line item charges will be reflected in the Company's price list. The Company shall not assess separately any fees or surcharges, other than government approved sales taxes, without first seeking Commission approval under the appropriate procedures required by the Commission's Local Service Guidelines, 95-845-TP-COI.

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A/72559866.3

REGULATIONS (Cont'd)

2.5 Payment Arrangements (cont'd)

2.5.2 Billing and Collection of Charges

- (A) In the case of Non residential service, Non-recurring charges are due and payable from the Customer within 30 days after the date an invoice is mailed to the Customer by the Company.
- (B) In accordance with Minimum Telephone Service Standards Rule 15 of MTSS, the Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the lesser of the highest percentage allowable by the Public Utilities Commission of Ohio or a late factor of 1.5% per month. Any late payment fee will not include interest on a previously-charged late payment fee.
- (F) For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, the Customer will be assessed a fee for each check returned. The Company may waive the bad check charge under appropriate circumstances.

Returned check fee
\$25.00
- (G) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

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A/72559866.3

REGULATIONS (Cont'd)

2.5 Payment Arrangements (cont'd)

2.5.3 Deposits

(A) The Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (1) two month's charges for a service or facility that has a minimum payment period of one month; or
- (2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

(B) After 12 months of satisfactory payment history or when a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

Deposits held will accrue interest at a rate determined by the Company, without deductions for any taxes on such deposits.

(C) Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

REGULATIONS (Cont'd)

2.5 Payment Arrangements (cont'd)

2.5.4 Discontinuance of Service

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, upon 7 days written notice, discontinue or suspend service without incurring any liability.
- (B) Disconnection notices issued by the Company must inform the Subscriber facing disconnection of the total amount which the Subscriber would need to pay in order to avoid disconnection of its local service. The Company will not disconnect its local services due to the Customer's failure to pay outstanding toll charges.
- (C) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (D) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by written notice to the Customer, may discontinue or suspend service without incurring any liability.
- (E) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service upon 7 days written notice to the customer without incurring any liability.
- (F) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (G) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (H) Upon the Company's discontinuance of service to the Customer under Section 2.5.5 (A), 2.5.5(B) or 2.5.5(C), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent). Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

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A/72559866.3

REGULATIONS (Cont'd)

2.5 Payment Arrangements (cont'd)

2.5.5 Disconnection of Service Other Than Toll Service

- (A) For purposes of this section, all regulated telephone service provided by the Company, except toll service (if any) shall be defined as local service.
- (B) The Company may disconnect its Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards. All practices of the Company pertaining to either the provision of its own toll service, if any, or as a duly authorized agent for another toll service provider shall also conform to the minimum telephone service standards.
 - (1) Disconnection notices issued by the Company must inform the Subscriber facing local service disconnection of the total amount which the Subscriber would need to pay in order to avoid disconnection of local service. It must also inform the Subscriber of the Company's legal obligation to provide "local only" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- (C) The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- (D) Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first, before being applied by the Company to any toll charges and will be apportioned to regulated telephone service first, before being applied to charges for non regulated services.

2.5.7 Changes in Service Requested

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

REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price list. An interruption period begins when the Customer reports, or the Company discovers, a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (C) A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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

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A/72559866.3

Over 24 Hours and REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service

2.6.1 Credit for Interruptions

(C) (cont'd)

Less Than 48 Hours. Interruptions over 24 hours and less than 48 hours will be credited a pro-rata portion of the monthly charges.

Over 48 Hours and Less Than 72 Hours. Interruptions over 48 hours and less than 72 hours will be credited 1/3 of one month's recurring charges.

Over 72 Hours Interruptions over 72 hours will be credited one month's recurring charges.

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

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

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A/72559866.3

REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) except as provided for in price list Section 2.1.4(c), interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) except as provided for in price list Section 2.1.4(c), interruption of service due to circumstances or causes beyond the control of Company; and
- (H) interruptions that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

No credit will be made for interruptions in local exchange service which

- (A) occur as the result of a negligent or willful act on the part of the Subscriber;
- (B) occur as the result of a malfunction of Subscriber-owned telephone equipment;
- (C) occur as the result of acts of God, military action, wars, insurrections, riots or strikes; or
- (D) are extended by the Company's inability to gain access to the Subscriber's premises due to the Subscriber missing a repair appointment.

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A/72559866.3

REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 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.

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid and waived Non-Recurring charges reasonably expended by the Company as well as all costs incurred by Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) all Recurring Charges specified in the applicable Service Order Price list for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; plus
- (D) the difference between a Customer's term rates and the Company's month-to-month rates times the actual length of service.

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (B) pursuant to any financing, merger or reorganization of the Company.

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REGULATIONS (Cont'd)

2.9 Notices and Communications

- 2.9.1 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.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this price list 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.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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A/72559866.3

REGULATIONS (Cont'd)

2.10 Customer Liability for Unauthorized Use of the Network

2.10.1 Unauthorized Use of the Network

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

2.10.2 Liability for Calling Card Fraud

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

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REGULATIONS (Cont'd)

2.10 Customer Liability for Unauthorized Use of the Network (cont'd)

2.10.3 Liability for Credit Card Fraud and Other Unauthorized Use

- (A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- (B) The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- (C) The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

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A/72559866.3

REGULATIONS (Cont'd)

2.11 Special Conditions Governing Operator Services

2.11.1 Obligations of the Company

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

- (A) Identify itself, audibly, and distinctly, to the Customer at the beginning of each call before the Customer incurs any charges and also a second time prior to connecting the call before the Customer incurs any charges, otherwise referred to as double branding; and
- (B) Inform the Customer, upon request, of the rates to be charged and explain the method of billing and collection used by the Company at no charge. In addition, explain the methods by which complaints concerning rates, charges, or collection practices will be resolved; and
- (C) Permit the Customer to terminate the call at no charge before the call is connected; and
- (D) Not bill for unanswered or incomplete telephone calls; and
- (E) Not engage in call splashing (billing rates other than from the actual call origination) unless the Customer requests to be transferred to another provider of operator services, the Customer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the Customer then consents to be transferred; and
- (F) Withhold payment of any compensation to aggregators if the Company reasonably believes that the aggregator is engaging blocking 8XX, 950 or any other end user access to the end user's carrier of choice; and
- (G) Upon receipt of any emergency telephone call, the Company shall immediately connect the call to the appropriate emergency service of the reported locations of the emergency, if known, and, if not known, of the originating location of the call.
- (H) All 0- and 0+ IntraLATA calls are routed to the local exchange company.

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A/72559866.3

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 price list.

3.2 Charges Based on Duration of Use

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

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time.

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APPLICATION OF RATES (Cont'd)

3.3 Rates Based Upon Distance

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

- (A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the National Exchange Carrier Association, Inc. Tariff FCC No.4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.
- (B) The airline distance between any two Rate Centers is determined as follows:
- (1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the NECA price list referenced in Section 3.3.1(A).
 - (2) Compute the difference between the "V" coordinates of the two Rate Centers; and the difference between the two "H" coordinates.
 - (3) Square each difference obtained in step (2) above.
 - (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
 - (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
 - (7) FORMULA=
$$\frac{(V1-V2)^2+(H1-H2)^2}{10}$$

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SERVICE AREAS

4.1 Service Areas Map

4.2 Basic Local Calling Areas

Exchange Access Service Areas (EASA) are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Services bearing the following NPA-NXX designations are provided at the following locations and in the following areas:

Exchange

Exchange Areas in Local Service Area

Akron Exchange

Akron, Greensburg, Hartville, Kent, Manchester, Mogadore, Uniontown, Montrose, Doylestown, Peninsula, Rittman, Sharon Center, Wadsworth, Hudson (342, 650 & 655 exchanges only)

Toledo Exchange

Toledo, Holland, Maumee, Perrysburg, Whitehouse, Metamora, Temperance, MI, Swanton, Grand Rapids, Curtice-Oregon, Stony Ridge, Erie, MI, Woodville, Genora, Elmore, No. Sylvania, MI, Waterville, Moline, Lost Peninsula, MI, Richfield Center-Berkey, Lambertville Whitford, MI

4.3 Extended Local Calling Areas

Exchange

Exchange Areas in Local Service Area

Akron

Rootstown, Atwater, Ravenna, N. Canton, Richfield

Toledo

Delta, Luckey, Haskin-Totogonany

EXCHANGE ACCESS SERVICE

5.1 General

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

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

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

The following Exchange Access Services are offered:

Basic Line Service - 4 or more access lines⁽¹⁾
Key Line Service
Basic Trunk Service
DID Trunk Service
Digital Trunk Service
Onvoy Advantage Service
Primary Rate ISDN Service (PRI)
Basic Rate ISDN Service (BRI)
Onvoy-T Service

¹ Basic Line Service for 1 to 3 lines are still tariffed and may be found in the tariff on file with the Public Utilities Commission of Ohio, as well as online at <http://www.Onvoy.com/>

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EXCHANGE ACCESS SERVICE (Cont'd)

5.2 Basic Line Service*⁽¹⁾

Basic Line Service provides a Business Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line contains the standard features listed below. Optional features are set forth in Section 10.5 of the price list. Non-recurring and monthly recurring rates per Basic Line are specified in Section 13.1.1 and 13.13 of the Price List.:

*The Monthly Recurring and Usage rates for Basic Line Service apply to all Customers and Subscribers as defined in Section 1, Definitions.

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

EXCHANGE ACCESS SERVICE (Cont'd)

5.3 Key Line Service

Key Line Service provides a Business Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Key Lines are provided for connection of Customer-provided key systems to the public switched telecommunications network. Each Key Line contains the standard features listed below. Optional features are set forth in Section 10.5 of the price list.

Non-recurring and monthly recurring rates per Key Line are specified in Section 13.1.2 and 13.13 of the Price List.:

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EXCHANGE ACCESS SERVICE (Cont'd)

5.4 Basic Trunk Service

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

Basic Trunks may be equipped with Analog Direct Inward Dial (DID) capability and DID number blocks for additional charges, as set forth in Section 6.2. Non-recurring and monthly recurring rates per Basic Trunk are specified in Section 13.1.3 and 13.13 of the Price List.

*The Monthly Recurring and Usage rates for Basic Trunk Service apply to all Customers and Subscribers as defined in Section 1, Definitions.

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EXCHANGE ACCESS SERVICE (Cont'd)

5.5 DID Trunk Service

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to receive incoming calls one call at a time. DID Trunk Service transmits the

dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID number blocks apply in addition to the DID Trunk charges listed below.

Non-recurring and monthly recurring rates per DID Trunk, are specified in Section 13.1.4 and 13.2.1 of the Price List.:

- (1) Effective February 5, 2000 this service will no longer be available to new customers.

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A/72559866.3

EXCHANGE ACCESS SERVICE (Cont'd)

5.6 Onvoy Advantage Service

Onvoy Advantage Service provides the Customer with multiple individual voice-grade telephone communications channels, each of which can be used to place or receive one call at a time.

Onvoy Advantage Lines are provided for connection of compatible Customer-provided station sets to the public switched telecommunications network. Onvoy Advantage Service standard and optional features are described in Section I of this price list. Onvoy Advantage Service is provided with a minimum of five lines. Each Onvoy Advantage Line is provided in combination with other Company-provided services.

5.6.1 Onvoy Advantage Service

The standard features are as follows:

Touch Tone
Call Transfer
Call Hold
Three-Way Conference Calling

* Some features may not be available in all locations.

5.6.2 Onvoy Advantage Service

The standard features are as follows:

Touch Tone Call Forward/Variable
Call Transfer System Speed Dial
Call Hold Call Pick-up
Three-Way Conferencing Call Hunting
Call Forward/Busy Call Waiting
Call Forward/Don't Answer

* Some features may not be available in all locations.

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EXCHANGE ACCESS SERVICE (Cont'd)

5.6 Onvoy Advantage Service (cont'd)

5.6.3 Contract Termination Charges

When a customer terminates a contract for OnvoyStar Advantage Services prior to the end of the contract term, a contract termination charge will be computed as follows:

The following factors will be used to compute an "Estimated Month-To-Month Rate" for OnvoyStar Advantage Service.

<u>Length of Contract</u>	<u>Factor</u>
One Year	1.05
Two Years	1.08
Three Years	1.11
Four Years	1.15
Five Years	1.18

The Estimated Month-To-Month Rate will be calculated as follows: Estimated Month-To-Month Rate = Customer's Contract Rate X Factor

The termination charge will then be calculated in the same manner as all other services with term rates, as explained in the General section of this price list. The Estimated Month-To-Month Rate for OnvoyStar service will be substituted for the Month-To-Month rate in the termination charge equation:

Termination Charge = Estimated Month To Month Rate - Contract Rate X Number of Months Customer Had Service X Number of Lines.

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

EXCHANGE ACCESS SERVICE (Cont'd)

5.7 Custom Local Area Signaling Services (CLASS)

5.7.1 Per Call Blocking

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

5.7.2 Per Line Blocking

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

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EXCHANGE ACCESS SERVICE (Cont'd)

5.7 Custom Local Area Signaling Services (CLASS) (cont'd)

5.7.3 Call Return

Call Return (Automatic Recall) - Enables a customer to return the last incoming call whether or not it was answered. The customer dials the activation code of *69 from a touch-tone phone, or 1169 from a rotary dial phone, and the last incoming call is announced. If the incoming call was placed from a line designated as "private", a fast busy tone will be heard preventing the activation of the Call Return feature. Office-wide Call Return-Block -to- Private prevents Call Return activation when a local or toll calling party blocks their number. To activate the Call Return function the customer would then dial "1 ". If the line is busy when the customer activates the service, a confirmation announcement is heard, the customer hangs up, and a queuing process begins. For the next thirty minutes both the calling and called parties' lines are checked periodically. The call setup is made when both the originating and terminating lines are idle. After activation of the feature, the originating and terminating customers may place other calls without affecting the call return service status. Up to 30 calls maybe held in queue for the Customer's Call Return activation. The callbacks may be to areas where the toll charge would be applicable. This feature cannot be activated for all telephone numbers such as numbers with the 800 or 900 prefixes, or PBX extensions.

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A/72559866.3

EXCHANGE ACCESS SERVICE (Cont'd)

5.8 Onvoy-T Service

Onvoy-T is a bundled product that offers Local, Long Distance and Toll Free Services with optional custom calling features. This product is available only to local end users customers originating on Onvoy facilities of its Akron and Toledo Ohio switches. Onvoy-T is available for one, two, and three year term agreements. Each commitment level is available at the monthly recurring and non-recurring rates are specified in Section 13.14..

5.8.1 Line Components:

Onvoy-T service monthly fee includes basic business lines, analog and digital PBX trunks. Customers may select a combination of lines/trunks up to 24 lines per Onvoy-T T-1. Also the following standard custom calling features are included in the monthly fee:

5.8.2 Long Distance Service& Toll Free Service

Onvoy-T customers will receive the rates for long distance and toll free services listed in Sections 13.7 and 13.8.

5.8.3 Ancillary Services

Onvoy-T customers will receive the same rates as listed in sections 6.1, 10.1.3 and 10.2.3 of Onvoy's Ohio Local Exchange Price list No. 1. Ancillary Services include:

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

5.8.4 Move/Adds/Changes (MAC's)

Non-recurring rates are specified in Section 13.14.7 of the Price List.

5.8.8 Expiration of Term Agreement

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

5.8.9 Termination Liability

See section 11.1.2

EXCHANGE ACCESS SERVICE (Cont'd)

5.9 OnvoyXpress Business Bundle (OBB)

The OBB is a bundled offering which includes hunting, caller ID deluxe, call transfer and call forwarding variable. OBB is designed for customers with their own telephone equipment. CBB is delivered to the customer's demarcation point and is offered with a 36 month term. Rates for OBB are specified in Section 13.15 of the Price List.

5.10 OnvoyTouch Service

OnNet Rates for OnvoyTouch Business services are specified in Section 13.12.1 of the Price List.

5.10.1 OnvoyTouch Feature Packages

Rates for OnvoyTouch Business services, feature packages are specified in Section 13.12.2 of the Price List.

EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Directory Listings

For each Customer of Company provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number' in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. Rates for directory listings are Specified in Section 13.16 of the Price List.

- * For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

6.2 Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 5.4, 5.5 and 5.6, respectively.

One DID Additive charge applies for each DID-equipped Basic Trunk or DID-equipped channel on a Digital Trunk. The Customer is required to purchase at least one DID number block for each DID equipped trunk or trunk group, or DID-equipped channel or channel group. Rates for DID Service are specified in Section 13.3 of the Price List.

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

6.3 OnvoyValue Bundled Service

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

RESOLD LOCAL EXCHANGE SERVICE

7.1 Description

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

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

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LOCAL CALLING SERVICE

8.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network¹ bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

8.1.1 Basic Local Exchange Service - This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 9.3 following.

8.1.2 Expanded Local Exchange Service - This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. Additional call to the Basic Local Calling Area will be charged as specified in Section 8.2.1 (A) following. All calls to the Expanded Local Calling Area² will be charged a per call setup and per minute access charge as specified in Section 8.2.1 (B) following. All calls to destinations outside the Expanded Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 9.3 following.

¹ Except calls to other telephone companies' caller paid information services (e.g. NPA900, NXX976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

LOCAL CALLING SERVICE (Cont'd)

8.1 Description (cont'd)

(A) Time Periods

Day and Night/Weekend rates apply as follows:

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

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

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

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INTRALATA CALLING SERVICE

9.1 Description

IntraLATA calling service provides a Customer with the ability to originate calls from a Company provided access line to all other stations on the public switched telephone network¹ bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Basic Calling

Area but within the same state and LATA.

9.2 Time Periods

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

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

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

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

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INTRALATA CALLING SERVICE (Cont'd)

9.3 Rates

Rates for IntraLATA Calling service are specified in Section 13.5 of the Price List.

9.4 INTRALATA TOLL PRESUBSCRIPTION

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

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

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A/72559866.3

MISCELLANEOUS SERVICES

10.1 Traditional Operator Services

10.1.1 Description

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

10.1.2 Definitions

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

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls maybe dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers

of charges to third telephones which are coin telephones will not be accepted.

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

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

MISCELLANEOUS SERVICES (Cont'd)

10.1 Traditional Operator Services (cont'd)

10.1.3 Rates

Local exchange and IntraLATA calls maybe placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 8 and 9, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 10.2.3 and Section 10.1.3 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, operator-assisted charges as specified in Section 13.6.1 will apply:

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A/72559866.3

MISCELLANEOUS SERVICES (Cont'd)

10.2 Busy Line Verify and Line Interrupt Service

10.2.1 Description

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

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

10.2.2 Regulation

- (A) A charge will apply when:
 - (1) The operator verifies that the line is busy with a call in progress.
 - (2) The operator verifies that the line is available for incoming calls.
 - (3) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- (B) No charge will apply:
 - (1) When the calling party advises that the call is to or from an official public emergency agency.
 - (2) Under conditions other than those specified in 10.2.2(A) preceding.
- (B) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- (D) The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

10.2.3 Rates

Rates for Busy Line Verify are specified in Section 13.6.2 of the Price List

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MISCELLANEOUS SERVICES (Cont'd)

10.3 Service Implementation

10.3.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

10.3.2 Rates

Service implementation rates are specified in Section 13.6.3 of the Price List

10.4 Restoration of Service

10.4.1 Description

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable after the re-establishment of the suspended service and facilities. The restoration charge does not apply when, after disconnection of service, service is later re-established.

10.4.2 Rates

Rates for restoration of service are specified in Section 13.6.4 of the Price List.

10.5 Custom Calling Service

10.5.1 Resold Rates

Rates for business custom calling services are specified in Section 13.6.5 of the Price List.

10.6 Remote Call Forwarding Rates

The charges for the Remote Call Forwarding feature only, are specified in Section 13.17 of the Price List, and are in addition to applicable charges for service and equipment.

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

SPECIAL ARRANGEMENTS

11.1 Special Construction

11.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price lists, charges will be based on the costs incurred by the Company and may include:

- (A) non-recurring type charges;
- (B) recurring type charges;
- (C) termination liabilities; or
- (D) combinations thereof.

11.1.2 Termination Liability

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

- (A) The termination liability period is the estimated service life of the facilities provided.
- (B) The amount of the maximum termination liability is equal to the estimated amounts for:

SPECIAL ARRANGEMENTS

11.1 Special Construction (Cont'd)

11.1.2 Termination Liability (Cont'd)

(B) (Cont'd)

- (1) Cost of installation of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

- (a) equipment and materials provided or used,
- (b) engineering, labor and supervision,
- (c) transportation, and
- (d) rights-of-way;

- (2) license preparation, processing, and related fees;

- (3) price list preparation, processing, and related fees;

- (4) cost of removal and restoration, where appropriate; and

- (5) any other identifiable costs related to the specially constructed or rearranged facilities.

- (C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 11.1.2(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 11.1.2(B) preceding shall be adjusted to reflect the re-determined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

- (D) Inclusion of early termination liability by the company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

SPECIAL ARRANGEMENTS

11.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this price list. Rates quoted in response to such competitive requests may be different than those specified for such services in this price list. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. Such ICBs will be filed with and approved by the Public Utilities Commission of Ohio under the Retail Rules.

11.3 Temporary Promotional Programs

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

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

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INTEREXCHANGE SERVICE

12.1 Rates Charged Based on Timing of Calls

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

12.1.1 When Billing Charges Begin and Terminate For Phone Calls.

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

12.1.2 Billing Increments

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

12.1.3 Per Call Billing Charges

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

12.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

INTEREXCHANGE SERVICE

12.2 Rates Based Upon Calculation of Distance

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

12.2.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is set of geographic coordinated, as referenced in National Exchange Carrier Association, Inc. tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

12.2.2 The airline distance between any two Rate Centers is determined as follows:

- (A) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
- (B) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- (C) Square each difference obtained in step (B) above.

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A/72559866.3

INTEREXCHANGE SERVICE

12.2 Application of Rates (Cont'd)

12.2.2 Rates Based Upon Calculation of Distance (Cont'd)

- (D) Add the square of the "V" difference and the square of the "H" difference obtained in step (C).
- (E) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (F) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained This is the airline mileage.

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

12.3 Reserved for Future Use

INTEREXCHANGE SERVICE

12.4 Service Offerings

12.4.1 Onvoy Long Distance Service (LDS)

(A) Description

Onvoy Long Distance Service (LDS) is a communications service which is available for use by Customers twenty-four (24) hours a day. Customers may originate LDS from locations served by the Company, and may terminate in all locations within the State of Ohio. Operator, Onvoy Calling Card, and Directory Assistance services are available to Customers of the Company's LDS service subject to the provisions of Section 12.4.3 of this price list.

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

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

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

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

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

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

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

Switched Long Distance Service is available only when a customer also receives local exchange service from Onvoy. Switched Long Distance Service is not available on a Standalone basis as defined in Section 1 of the price list

INTEREXCHANGE SERVICE

12.4 Service Offerings (Cont'd)

12.4.1 ONVOY Long Distance Service (LDS) (Cont'd)

(B) Commitment Levels and Term Plans

LDS is available on a month to month basis or on an optional 1, 2, or 3 year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service non-recurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory Assistance and Operator Service.

Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

A Customer who terminates a term plan in the 1st year prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

A Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration will be required to pay 35% an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

(C) Discounts

The discounts described in Sections 13.7 on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer.

(D) Rates

The rates for Onvoy Long Distance Services are provided in Section 13.7.

INTEREXCHANGE SERVICE

12.4 Service Offerings (Cont'd)

12.4.2 Onvoy Toll Free Service

(A) Description

Onvoy Toll Free Service is an inbound communications service which permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (8XX+ NXX XXXX) which will terminate at the Customer's location. Calls may originate from any location within the State of Ohio and may terminate at the Customer's location.

Toll Free Service will be billed per call based on the duration of the call. Each call will be billed in 6 second increments with an initial billing period of 18 seconds. Usage discounts apply to aggregate monthly interstate and intrastate usage.

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

Switched Toll Free* service calls are originated via normal shared use facilities and are terminated via the Customer's local exchange service access line.

Dedicated Toll Free service calls are originated via normal shared use facilities and are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

* Switched Toll Free Service is available only when a customer also receives local exchange service from Onvoy. Switched Toll Free Service is not available on a Standalone basis as defined in Section 1 of the price list.

INTEREXCHANGE SERVICE

12.4 Service Offerings (Cont'd)

12.4.2 Onvoy Toll Free Service (Cont'd)

(B) Commitment Levels and Term Plans

Toll Free is available on a month to month basis or on an optional 1, 2, or 3 year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service non-recurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory Assistance and Operator Service.

Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

A Customer who terminates a term plan in the 1st year prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

A Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration will be required to pay 35% an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

(C) Discounts

The discounts described in Section 13.8 on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer.

(D) Rates

The rates for Onvoy Toll Free Services are provided in Section 13.8.

INTEREXCHANGE SERVICE

12.4 Service Offerings (Cont'd)

12.4.3 Miscellaneous Services

(A) Operator Service

Operator Service is available to users of the Company's LDS service and to users accessing pre-subscribed public payphones or Customer provided stations for operator-assisted calls. In addition to usage charges provided in Section 12.4.3(A), each operator call will be assessed a charge(s) as set forth in Section 12.4.3(A) of this price list. The methods available to the Customer for accessing the Company's operator depends upon the type of LDS:

Pre-subscribed LDS users and pre-subscribed public payphones or Customer provided stations may dial "00"; or dial "0+" the called interLATA telephone number (NPA+NXX-XXXX)" for long distance calling assistance from the equal access (FGD) areas.

Dedicated LDS users may dial "00" or "0+".

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INTEREXCHANGE SERVICE

12.4 Service Offerings (Cont'd)

12.4.3 Miscellaneous Services (Cont'd)

(A) Operator Service (Cont'd)

Inter-Lata and Intra-Lata per minute usage rates:

	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT/WEEKEND</u>	
Rate	Initial	Each	Initial	Each	Initial	Each
<u>Mileage</u>	<u>Period</u>	<u>Add'l</u>	<u>Period</u>	<u>Add'l</u>	<u>Period</u>	<u>Add'l</u>
		<u>Minute</u>		<u>Minute</u>		<u>Minute</u>
0-9998	\$1.4000	\$3.0000	\$1.4000	\$0.3000	\$1.4000	\$0.3000
9999+	\$0.3600	\$0.3600	\$0.3600	\$0.3600	\$0.3600	\$0.3600

	<u>Inter-Lata</u>			
	<u>BOC Card</u>	<u>Credit Card</u>	<u>Station to Station</u>	<u>Person to Person</u>
Zero -	\$2.50	\$2.50	\$3.50	\$5.80
Zero +	\$2.50	\$2.50	\$2.50	\$4.80
Zero ++	\$1.70	\$1.70	N/A	N/A

	<u>Intra-Lata</u>			
	<u>BOC Card</u>	<u>Credit Card</u>	<u>Station to Station</u>	<u>Person to Person</u>
Zero -	\$2.50	\$2.50	\$2.50	\$4.80
Zero +	\$2.50	\$2.50	\$2.50	\$4.80
Zero ++	\$1.70	\$1.70	N/A	N/A

Time Periods

Day, Evening, Night, and Weekend rates apply as follows:

<u>Rates</u>	<u>To But Not</u>		<u>Days Applicable</u>
	<u>From</u>	<u>Including</u>	
Day*	8:00 A.M.	5:00 P.M.	Mon. - Fri.
Evening	5:00 P.M.	11:00 P.M.	Sun. - Fri.
Night	11:00 P.M.	8:00 A.M.	Every Day
Weekend	8:00 A.M.	11:00 P.M.	Saturday
Weekend	8:00 A.M.	5:00 P.M.	Sunday

*Rates Applicable on Certain Holidays:

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

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INTEREXCHANGE SERVICE

12.4 Service Offerings (Cont'd)

12.4.3 Miscellaneous Services (Cont'd)

(B) Onvoy Calling Card Service

Onvoy Calling Card Service is provided to Customers for use when away from their established service location. Access to the service is gained by dialing a Company designated 8XX access number (8XX-NXX-XXXX), plus the Customer's/ User's Onvoy's Calling Card authorization number and the called telephone number.

The Onvoy Calling Card can also be used to place operator-assisted and directory assistance calls, subject to the application of additional charges.

Beyond these standard features, the Onvoy Calling card includes the following enhanced features: conference calling, Onvoy Voice Mail access, voice messaging, news and information access and speed dialing. Use of these enhanced features is subject to separate charges. Onvoy Calling Card calls are billed in full minute increments, with a one minute minimum. This service is offered with Peak and Off-Peak pricing. A description of the additional features are as follows.

(1) Operator-Assisted Calls

The Onvoy Calling Card can be used to place Onvoy operator-assisted calls. Surcharges apply per call, in addition to the standard usage charges.

(2) Directory Assistance Calls

The Onvoy Calling Card can be used to place calls for Directory Assistance. A flat charge will apply per requested number (Requested Number Charge). At the Customer's option, the Company will automatically place a call to the requested number. For calls completed in this manner, a Call Completion Charge and the Standard Usage Charges will apply in addition to the Requested Number Charge.

INTEREXCHANGE SERVICE

12.4 Service Offerings (Cont'd)

12.4.3 Miscellaneous Services (Cont'd)

(B) Onvoy Calling Card Service (Cont'd)

(3) Enhanced Features Charges

Enhanced features are available for use as described below. Enhanced features charges apply in lieu of standard usage charges. Usage charges are billed in six second increments with a one minute minimum.

(a) Conference Calling

Allows the User to establish a conference call by accessing the conference operator. Charges apply per established line and per minute of usage.

(b) Voice Mail Access

Allows the User to access Onvoy Voice Mail and to place return calls without having to hang-up and initiate a new calling card call.

(c) Voice Messaging

Allows the User to leave up to a three minute voice recorded message that is stored for future delivery when the called number is busy or no answer.

(d) News and Information

Provides access to news, weather, sports, financial information and other features.

(e) Speed Dialing

Allows the User to access Speed Dialing by programming and storing up to nine frequently dialed numbers.

INTEREXCHANGE SERVICE

12.4 Service Offerings (Cont'd)

12.4.3 Miscellaneous Services (Cont'd)

(B) Onvoy Calling Card Service (Cont'd)

(4) Rate Periods

Peak and Of-Peak rate periods are as follows:

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

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

(5) Rates for Calling Card Services are provided in Section 13.9.2.

INTEREXCHANGE SERVICE

12.4 Service Offerings (Cont'd)

12.4.3 Miscellaneous Services (Cont'd)

(C) Bill-to-Calling Card (BCC) Service

Bill-to-Calling Card Service allows users of touch-tone telephones connected to the Company's LDS services to charge calls to their local exchange company (LEC) calling card. In addition to standard LDS, the BCC charge, as set forth in 13.9.2 applies when users complete calls by entering both the called number and their LEC calling card number without the assistance of an operator; in addition, Operator charges will apply as set forth in 12.3.4, if operator assistance is required. For BCC calls to Directory Assistance, the appropriate charges set forth in 13.9.3 will apply in addition. The Company accepts only LEC calling cards which it can identify as valid. Charges for BCC calls will appear on the user's LEC bill.

(D) Directory Assistance (DA)

Company will connect LDS Service Customers to Directory Assistance (DA) for a fee as set forth in Section 13.9.3. A credit allowance for DA will be provided upon request if the Customer experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended DA number (NPA+ 555-1212).

INTEREXCHANGE SERVICE

12.4 Service Offerings (Cont'd)

12.4.4 Special Service Arrangements

Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly and/or other special services, may be furnished in addition to existing price list offerings. Rates, terms, and conditions plus any additional regulations, if applicable for the special service arrangements will be developed upon the Customer's request. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this price list.

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INTEREXCHANGE SERVICE

12.5 Toll Blocking Policy

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

12.5.1 Under the terms of the Selective Access Policy, Onvoy when providing toll service, may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:

- (a) the customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- (b) Onvoy, when providing toll service, exercising its own discretion, does not require the customer to establish creditworthiness (through any of the means available for doing so under the PUC's rules), or
- (c) Onvoy, when providing toll service, attempts to require the customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved price list.

12.5.2 When a prospective customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select Onvoy as his or her 1+ carrier of choice, Onvoy may, subject to our price listed toll deposit policies and the Commission's rules on establishment of service (See MTSS, require a deposit for toll service. This deposit shall be in accordance with the MTSS., but Onvoy, may negotiate a lower deposit.

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

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

PRICE LIST

13.1 Exchange Access Service

13.1.1 Basic Line Service

	<u>Non Recurring</u>	<u>Monthly Recurring</u>	
		<u>1-4 Lines</u>	<u>5+Lines/On Net</u>
<u>Akron</u>	*		
Basic Business Line Measured			
1st Line		\$18.65	\$17.70
Each Addt'l Line		\$18.65	\$17.70
Basic Business Line Message			
1st Line		\$23.91	\$17.90
Each Addt'l Line		\$23.91	\$17.90
Basic Business Line Flat			
1st Line		\$30.00	\$28.50
Each Addt'l Line		\$30.00	\$28.50
<u>Toledo</u>			
Basic Business Line Measured			
1st Line		\$18.65	\$17.70
Each Addt'l Line		\$18.65	\$17.70
Basic Business Line Message			
1st Line		\$23.91	\$17.90
Each Addt'l Line		\$23.91	\$17.90
Basic Business Line Flat			
1st Line		\$30.00	\$28.50
Each Addt'l Line	*	\$30.00	\$28.50

*Non Recurring rates are available at Section 13.13.

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PRICE LIST (Cont'd)

13.1 Exchange Access Service (Cont'd)

13.1.2 Key Line Service

	<u>Non Recurring</u>	<u>Monthly Recurring</u>			
		<u>Measured</u>		<u>Message</u>	
<u>Akron</u>	*				
<u>Business Line</u>		<u>1-9 Lines</u>	<u>10+Lines</u>	<u>1-9 Lines</u>	<u>10+Lines</u>
1st Line		\$18.65	\$17.70	\$18.85	\$17.90
Each Addt'l Line		\$18.65	\$17.70	\$18.85	\$17.90
<u>Flat Rate</u>		<u>Monthly Recurring</u>			
		<u>1-9 Lines</u>	<u>10+Lines</u>		
1st Line		\$30.00	\$28.50		
Each Addt'l Line		\$30.00	\$28.50		
<u>Toledo</u>					
<u>Business Line</u>		<u>1-9 Lines</u>	<u>10+Lines</u>	<u>1-9 Lines</u>	<u>10+Lines</u>
1st Line		\$18.65	\$17.70	\$18.65	\$17.90
Each Addt'l Line		\$18.65	\$17.70	\$18.65	\$17.90
<u>Flat Rate</u>		<u>Monthly Recurring</u>			
		<u>1-9 Lines</u>	<u>10+Lines</u>		
1st Line		\$30.00	\$28.50		
Each Addt'l Line	*	\$30.00	\$28.50		

* Non Recurring rates are available at Section 13.13.

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PRICE LIST (Cont'd)

13.1 Exchange Access Service (Cont'd)

13.1.3 Basic Trunk Service

	<u>Non Recurring</u>	<u>Monthly Recurring</u>	
		<u>1-4 Lines</u>	<u>5+Lines/On Net</u>
<u>Akron</u>	*		
Basic Business Trunk Measured			
1st PBX Trunk		\$21.51	\$17.70
Each Addt'l PBX Trunk		\$21.51	\$17.70
Basic Business Trunk Measured			
1st PBX Trunk		\$31.31	\$21.20
Each Addt'l PBX Trunk		\$31.31	\$21.20
Basic Business Trunk Flat			
1st PBX Trunk		\$33.00	\$31.40
Each Addt'l PBX Trunk		\$33.00	\$31.40
<u>Toledo</u>			
Basic Business Trunk Measured			
1st PBX Trunk		\$21.51	\$17.70
Each Addt'l PBX Trunk		\$21.51	\$17.70
Basic Business Trunk Message			
1st PBX Trunk		\$31.31	\$21.20
Each Addt'l PBX Trunk		\$31.31	\$21.20
Basic Business Trunk Flat			
1st PBX Trunk		\$30.00	\$31.40
Each Addt'l PBX Trunk	*	\$30.00	\$31.40

* Non Recurring rates are available at Section 13.13.

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PRICE LIST (Cont'd)

13.1 Exchange Access Service (Cont'd)

13.1.4 DID Trunk Service 1/

Non-Recurring

Service Order Charge	\$24.50
Line Connection Charge, per trunk	\$10.35
Central Office Trunk per trunk	\$14.50

Monthly Recurring

	<u>Non-Recurring</u>	<u>Measured</u>	<u>Message</u>
DID Trunk Termination	\$220.00	\$22.50	\$32.50

1/ This service will only be available customers that previously received this service from CenturyTel Acquisition LLC from before to February 5, 2000 through the customers' transfer to Onvoy.

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PRICE LIST (Cont'd)

13.2 Exchange Access Optional Features

13.2.1 Direct Inward Dial (DID) Service

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
DID Trunk Termination	\$180.00	\$18.00
Block of 20 DID Numbers	\$156.75	\$3.00
Add'l Block of 20 DID Numbers	\$48.75	\$3.00

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PRICE LIST (Cont'd)

13.3 Resold Local Exchange Service

13.3.1 Resold Basic Lines

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
<u>Business Measured Service</u>		
1st Line	\$62.85	\$38.00
Each Addt'l Line	\$37.35	\$38.00
<u>Business Message Service</u>		
1st Line	\$62.85	\$29.00
Each Addt'l Line	\$37.35	\$29.00
<u>Flat Rate Service</u>		
1st Line	\$36.50	\$18.02
Each Addt'l Line	\$36.50	\$18.02

13.3.2 Resold Basic Trunks†

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
<u>Measured Service</u>		
1st Line	\$53.35	\$40.00
Each Addt'l Line	\$33.50	\$40.00
<u>Message Service</u>		
1st Line	\$53.35	\$40.00
Each Addt'l Line	\$33.50	\$40.00

† Includes Hunting

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PRICE LIST (Cont'd)

13.3 Resold Local Exchange Service (Cont'd)

13.3.3 Resold Direct Inward Dial (DID) Service

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

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PRICE LIST (Cont'd)

13.4 Local Calling Service

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

13.4.2 Monthly Message Allowance

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

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

13.4.3 Extended Calling Area - The following usage charges apply to points in the Customer's Extended Calling Area.

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

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PRICE LIST (Cont'd)

13.5 Intralata Calling Service

13.5.1 Rates

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

13.5.2. IntraLATA Presubscription Change Charge

Per business line, trunk or port:	<u>NRC</u>
Manual Change	\$5.00
Automatic Change	\$1.25

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

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PRICE LIST (Cont'd)

13.6 Miscellaneous Services

13.6.1 Operator Services

Per Call Charges

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

13.6.2 Busy Line Verify and Line Interrupt Service

Busy Line Verify Service (each request)	\$1.20
--	--------

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

Non-Recurring

per service order	\$62.85
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13.6.4 Restoration of Service

Non-Recurring

per occasion	\$62.85
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PRICE LIST (Cont'd)

13.6 Miscellaneous Services (Cont'd)

13.6.5 Custom Calling Service

Resold Rates

Business/Business PBX

Individual Features:

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

Per-Use/Temporary Features:

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

13.6.6 Payphone Service Provider Telephone (PSP)

<u>Monthly Recurring</u>	<u>Non-Recurring</u>
\$35.00	78.56

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PRICE LIST (Cont'd)

13.7 Onvoy Distance Service (LDS)

13.7.1 Outbound Switched LDS

<u>Usage per Month</u>	<u>Mont to Month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$0-499.99	\$.1570	\$.1540	\$.1520	\$.1500
\$500.00-1,499.99	\$.1490	\$.1460	\$.1440	\$.1420
\$1,500.00-2,999.99	\$.1410	\$.1380	\$.1360	\$.1340
\$3,000.00-9,999.99	\$.1330	\$.1310	\$.1300	\$.1290
\$10,000.00-19,999.99	\$.1280	\$.1260	\$.1250	\$.1240
\$20,000+	ICB*	ICB*	ICB*	ICB*

13.7.2 Outbound Dedicated LDS

<u>Usage per Month</u>	<u>Mont to Month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$1,500.00-4,999.99	\$.0890	\$.0870	\$.0860	\$.0850
\$5,000.00-16,999.99	\$.0840	\$.0820	\$.0810	\$.0800
\$17,000+	ICB*	ICB*	ICB*	ICB*

* These ICBs were found in contracts on file and approved by the Commission.

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Minneapolis, MN 55426

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PRICE LIST (Cont'd)

13.8 ONVOY Toll Free Service

13.8.1 Inbound Switched Toll Free

<u>Usage per Month</u>	<u>Mont to Month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$0-499.99	\$.1570	\$.1540	\$.1520	\$.1500
\$500.00-1,499.99	\$.1490	\$.1460	\$.1440	\$.1420
\$1,500.00-2,999.99	\$.1410	\$.1380	\$.1360	\$.1340
\$3,000.00-9,999.99	\$.1330	\$.1310	\$.1300	\$.1290
\$10,000.00-19,999.99	\$.1280	\$.1260	\$.1250	\$.1240
\$20,000+	ICB*	ICB*	ICB*	ICB*

13.8.2 Inbound Dedicated Toll Free

<u>Usage per Month</u>	<u>Mont to Month</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$1,500.00-4,999.99	\$.0890	\$.0870	\$.0860	\$.0850
\$5,000.00-16,999.99	\$.0840	\$.0820	\$.0810	\$.0800
\$17,000+	ICB*	ICB*	ICB*	ICB*

13.8.3 Recurring and Non-Recurring Rates

	<u>Monthly Recurring</u>	<u>Non-Recurring</u>
Switched charge per 8XX number	N/A	N/A
Dedicated charge per routing arrangement	N/A	N/A
Advanced features (per feature)		\$10.00
1 routing feature	\$5.00	N/A
3 routing features	\$10.00	N/A
All routing features	\$20.00	N/A

* These ICBs were found in contracts on file and approved by the Commission.

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PRICE LIST (Cont'd)

13.9 **Miscellaneous Interexchange Services**

13.9.1 **Operator Service**

Rates for Operator Services are provided in Section 12.4.3.

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PRICE LIST (Cont'd)

13.9 Miscellaneous Interexchange Services (Cont'd)

13.9.2 Onvoy Calling Card Service

A)	<u>Standard Usage Charges (per minute of use)</u>	
	1) Peak/Off-Peak Rate	\$0.24
	<u>Surcharge</u>	
	2) Per Call	\$0.31
B)	<u>Operator-Assisted Calls</u>	
	1) Person-to-Person surcharge	\$4.65
	2) Station-to-Station surcharge	\$1.00
C)	<u>Directory Assistance Calls</u>	
	1) Requested Number Charge	\$1.26
	2) Call Completion Charge	NC
	3) Long Distance Charge	\$0.75
D)	<u>Enhanced Feature Charges</u>	
	1) Conference Calling	
	per established line	\$2.50
	per minute of usage	
	per line (Day)	\$0.59
	(Weekend)	\$0.35
	2) Voice Mail Access	
	per minute of usage	\$0.32
	3) Voice Messaging	
	(per minute of usage)	
	1 message	\$2.90
	Up to 5 messages	\$9.39
	Up to 10 messages	\$16.90
	Up to 20 messages	\$31.00
	Message status	NC
	per call	N/A
	4) News and Information	
	per minute of usage	N/A

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PRICE LIST (Cont'd)

13.9 Miscellaneous Interexchange Services (Cont'd)

13.9.3 BCC Service

BCC Charge \$0.50

13.9.4 Directory Assistance

Per requested number \$0.60

13.9.5 Exemptions and Special Rates

(A) Operator Assistance for Handicapped Persons

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

(B) Directory Assistance for Handicapped Persons

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

PRICE LIST (Cont'd)

13.10 Primary Rate Interface Service

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

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

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

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PRICE LIST (Cont'd)

13.11 Basic Rate ISDN Service (BRI)

Basic Rate ISDN provides Basic Rate access to the telecommunications network. The service supports simultaneous transmission of voice and data on the same exchange access line. BRI consists of one or two 64Kbps B channels and one 16Kbps D channel (for signaling purposes only) at the service delivery point. Each access to a B channel or Circuit Switched Voice/Circuit Switched Data includes one Directory Number. Includes 320 hours per BRI, then usage charges apply as stated below. Optional custom calling features are available to increase the capability of the B channels may be subscribed to on an as needed basis. See OnvoyTouch Service for rates as specified in Section 13.12.1.

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

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PRICE LIST (Cont'd)

13.12 OnvoyTouch Service

13.12.1 OnNet Rates

Business/Business PBX
Individual Features:

Monthly

(a)	Call Waiting		\$3.50
(b)	Call Forwarding Variable		\$3.50
(c)	Three-Way Calling		\$3.50
(d)	Speed Calling (8-code)		\$3.50
(e)	Speed Calling (30-code)		\$3.50
(f)	Call Forwarding Busy Line		\$3.50
(g)	Call Forwarding Don't Answer		\$3.50
(h)	Call Forwarding Don't Answer - Ring Control		\$3.50
(i)	Customer Control of Call forwarding Busy Line		\$3.50
(j)	Customer Control of Call Forwarding Don't Answer		\$3.50
(k)	Call Forwarding Busy Line Multipath or Customer Control of Call Forwarding Busy Line Multipath		\$3.50
(l)	Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath		\$3.50
(m)	Call Forwarding Variable Multipath or Remote Access- Call Forwarding Variable Multipath		\$3.50
(n)	Remote Access - Call Forwarding Variable		\$3.50
(o)	Call Return (per line)		\$3.50
(p)	Repeat Dialing (per line)		\$3.50
(q)	Call Selector (per line)		\$3.50
(r)	Preferred Call Forwarding (per line)		\$3.50
(s)	Call Block (per line)		\$3.50
(t)	Call Tracing (per line)		\$3.50
(u)	Anonymous Call Rejection		\$3.50
(v)	Caller ID (available w/ or w/o ACR)		
	Basic		\$5.00
	Deluxe		\$6.00
	Enhanced		\$7.00
(w)	Call Return		
	(per use)	\$0.75	
	(denial of per use)	N/A	
(x)	Repeat Dialing		
	(per use)	\$0.75	
	(denial of per use)	N/A	
(y)	Call Transfer		\$3.50

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PRICE LIST (Cont'd)

13.12 OnvoyTouch Service (Cont'd)

13.12.2 OnvoyTouch Feature Packages

The following packages are available in choosing any features listed below in Section 13.12.1

	Monthly
OnvoyTouch Package (any 6 features)	\$9.00
OnvoyTouch Package (any 10 features)	\$13.00
OnvoyTouch Package (any 3 features)	\$5.00

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PRICE LIST (Cont'd)

13.13 Charges for Connecting or Changing Service

	<u>Non-Recurring</u>
Line Connection Charge	
Applies per exchange access line or trunk,	
First Line/Trunk	\$61.59
Additional Line/Trunk (each)	\$36.60
Line Change Charge	
Applies per exchange access line or trunk	
First Line	\$30.15
Additional Line (each)	\$30.15
Secondary Service Charge	
Applies per customer request	
Each	\$X.XX
Premises Work Charge	
Per Hour, 1 Hour minimum	\$80.00
PRI Reconfiguration Charge (without customer premise visit)	\$50.00
PRI Reconfiguration Charge (with customer premise visit)	\$250.00
Record Order	\$16.00
Add/Change Order	\$33.62
Move Service Address (1st Line/Trunk)	\$61.59
Move Service Address (each Addt'l Line/Trunk)	\$36.60

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PRICE LIST (Cont'd)

13.14 Onvoy-T Service

13.14.1 Onvoy-T Rates:

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

13.14.2 Line Components:

	<u>Rate</u>
Hunting	N/C
Call Forwarding (Busy Line, Don't Answer, Variable)	N/C
Call Waiting	N/C
Three Way Calling	N/C
Speed Dialing (8 or 30 code)	N/C

Additional Charges will apply for the following components:

	<u>Monthly</u>
DID Trunk Termination (per DID trunk)	\$10.00
1st block of 20 DID numbers	\$5.00
DID each additional block of 20 up to 500 numbers	\$3.00
DID 500+ each additional block of 100 numbers	\$50.00

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PRICE LIST (Cont'd)

13.14 Onvoy-T Service (Cont'd)

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

13.14.4 <u>Mailbox Options:</u>	<u>Monthly</u>	<u>Non-recurring</u>
Standard Message Center Mailbox	\$7.95	\$12.00
Enhanced Message Center Mailbox	\$11.95	\$12.00
Power Message Center Mailbox	\$16.95	\$12.00
Fax-Overflow Mailbox	\$10.95	\$17.00

13.14.5 Long Distance Service & Toll Free Service

Onvoy-T customers will receive the rates for long distance and toll free services listed in Sections 13.7 and 13.8.

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PRICE LIST (Cont'd)

13.14 Onvoy-T Service (Cont'd)

13.14.6 Ancillary Services

Onvoy-T customers will receive the same rates as listed in sections 6.1, 10.1.3 and 10.2.3 of Onvoy's Ohio Local Exchange Price list. Ancillary Services include:

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

13.14.7 Move/Adds/Changes (MAC's)

One Time Non-recurring

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

13.15 OnvoyXpress Business Bundle (CBB)

Measured Rate Service

\$33.80

PRICE LIST (Cont'd)

13.16 Directory Listings

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

13.17 Remote Call Forwarding

Rates

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

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

	<u>Non-Recurring</u>	<u>Monthly</u>
Each	\$50.63	\$16.61

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PRICE LIST (Cont'd)

13.18 OnvoyValue Bundled Service

Option #1 <u>OnvoyValue</u>		Option #2 <u>OnvoyValue with Voicemail</u>	
<u>1-4 Lines</u>	<u>5+Lines/ OnNet</u>	<u>1-4 Lines</u>	<u>5+Lines OnNet</u>
1 Year= \$35.00	1 Year= \$33.50	1 Year= \$43.00	1 Year= \$40.50
2 Year= N/A	2 Year= \$31.80	2 Year= N/A	2 Year= \$38.50
3 Year= N/A	3 Year= \$31.20	3 Year= N/A	3 Year= \$37.70
4 Year= N/A	4 Year= \$30.20	4 Year= N/A	4 Year= \$36.50
5 Year= N/A	5 Year= \$29.10	5 Year= N/A	5 Year= \$35.20
OnvoyValue Basic Business Line		OnvoyValue Basic Business Line	
OnvoyValue Call Forward Busy Line		OnvoyValue Call Forward Busy Line	
OnvoyValue Call Forward No Answer		OnvoyValue Call Forward No Answer	
OnvoyValue Call Forward Variable		OnvoyValue Call Forward Variable	
OnvoyValue 3-Way Calling		OnvoyValue 3-Way Calling	
OnvoyValue Speed Call 8		OnvoyValue Speed Call 8	
OnvoyValue Caller ID		OnvoyValue Caller ID	
OnvoyValue Long Distance Calling Card		OnvoyValue Voicemail	
		OnvoyValue Long Distance Calling Card	

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PRICE LIST (Cont'd)

13.18 OnvoyValue Bundled Service (Cont'd)

Option #3

OnvoyValue Plus 100

1 Year = \$38.50

2 Year = \$36.60

3 Year = \$35.80

4 Year = \$34.70

5 Year = \$33.50

OnvoyValue Basic Business Line

OnvoyValue Call Forward Busy Line

OnvoyValue Call Forward No Answer

OnvoyValue Call Forward Variable

OnvoyValue 3-Way Calling

OnvoyValue Speed Call 8

OnvoyValue Caller ID

OnvoyValue Plus 100*

OnvoyValue Long Distance Calling Card

Option #4

OnvoyValue Plus 100 with Voicemail

1 Year = \$45.50

2 Year = \$43.20

3 Year = \$42.30

4 Year = \$41.00

5 Year = \$39.60

OnvoyValue Basic Business Line

OnvoyValue Call Forward Busy Line

OnvoyValue Call Forward No Answer

OnvoyValue Call Forward Variable

OnvoyValue 3-Way Calling

OnvoyValue Speed Call 8

OnvoyValue Caller ID

OnvoyValue Voicemail

OnvoyValue Plus 100*

OnvoyValue Long Distance Calling Card

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PRICE LIST (Cont'd)

13.18 **OnvoyValue Bundled Service** (Cont'd)

Option #5 Option #6

Option #5
OnvoyValue Plus 250

1 Year= \$46.00
2 Year= \$43.70
3 Year= \$42.80
4 Year= \$41.40
5 Year= \$40.00

OnvoyValue Basic Business Line
OnvoyValue Call Forward Busy Line
OnvoyValue Call Forward No Answer
OnvoyValue Call Forward Variable
OnvoyValue 3-Way Calling
OnvoyValue Speed Call 8
OnvoyValue Caller ID
OnvoyValue Plus 250*
OnvoyValue Long Distance Calling Card

Option #6
OnvoyValue Plus 250 with Voicemail

1 Year= \$53.00
2 Year= \$50.40
3 Year= \$49.30
4 Year= \$47.70
5 Year= \$46.10

OnvoyValue Basic Business Line
OnvoyValue Call Forward Busy Line
OnvoyValue Call Forward No Answer
OnvoyValue Call Forward Variable
OnvoyValue 3 -Way Calling
OnvoyValue Speed Call 8
OnvoyValue Caller ID
OnvoyValue Voicemail
OnvoyValue Plus 250*
OnvoyValue Long Distance Calling Card

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PRICE LIST (Cont'd)

13.18 OnvoyValue Bundled Service (Cont'd)

Option # 7

OnvoyValue Plus 500

1 Year= \$58.50

2 Year= \$55.60

3 Year= \$54.40

4 Year= \$52.70

5 Year= \$50.90

OnvoyValue Basic Business Line

OnvoyValue Call Forward Busy Line

OnvoyValue Call Forward No Answer

OnvoyValue Call Forward Variable

OnvoyValue 3-Way Calling

OnvoyValue Speed Call 8

OnvoyValue Caller ID

OnvoyValue Plus 500*

OnvoyValue Long Distance Calling Card

Option # 8

OnvoyValue Plus 500 with Voicemail

1 Year= \$65.50

2 Year= \$62.20

3 Year= \$60.90

4 Year= \$59.00

5 Year= \$57.00

OnvoyValue Basic Business Line

OnvoyValue Call Forward Busy Line

OnvoyValue Call Forward No Answer

OnvoyValue Call Forward Variable

OnvoyValue 3-Way Calling

OnvoyValue Speed Call 8

OnvoyValue Caller ID

OnvoyValue Voicemail

OnvoyValue Plus 500*

OnvoyValue Long Distance Calling Card

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PRICE LIST (Cont'd)

13.18 OnvoyValue Bundled Service (Cont'd)

Option #9

OnvoyValue with Discounted LD Rate

1 Year= \$33.50 + \$0.069

2 Year= \$31.80 + \$0.059

3 Year= \$31.20 + \$0.049

4 Year= \$30.20 + \$0.039

5 Year= \$29.10 + \$0.029

OnvoyValue Basic Business Line

OnvoyValue Call Forward Busy Line

OnvoyValue Call Forward No Answer

OnvoyValue Call Forward Variable

OnvoyValue 3-Way Calling

OnvoyValue Speed Call 8

OnvoyValue Caller ID

OnvoyValue Discounted Long Distance**

OnvoyValue Long Distance Calling Card

Option #10

OnvoyValue with Voicemail & Discounted LD Rate

1 Year= \$40.50 + \$0.069

2 Year= \$38.50 + \$0.059

3 Year= \$37.70 + \$0.049

4 Year= \$36.50 + \$0.039

5 Year= \$35.20 + \$0.029

OnvoyValue Basic Business Line

OnvoyValue Call Forward Busy Line

OnvoyValue Call Forward No Answer

OnvoyValue Call Forward Variable

OnvoyValue 3-Way Calling

OnvoyValue Speed Call 8

OnvoyValue Caller ID

OnvoyValue Voicemail

OnvoyValue Discounted Long Distance**

OnvoyValue Long Distance Calling Card

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ATTACHMENT B

Replacement Proposed Local Exchange Tariff

ONVOY, INC. D/B/A ONVOY VOICE SERVICES

REGULATIONS AND SCHEDULE OF

LOCAL EXCHANGE SERVICE

APPLYING TO COMPETITIVE TELECOMMUNICATIONS

SERVICES WITHIN THE STATE OF OHIO

This tariff applies to the Competitive Tier 1 Local Exchange Services furnished by Onvoy between one or more points in the State of Ohio.

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

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

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TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>
TABLE OF CONTENTS	Preface	1
EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF	Preface	4
APPLICATION OF TARIFF	Preface	5
DEFINITIONS	1	
REGULATIONS	2	1
2.1 Undertaking of the Company	2	2
2.2 Prohibited Uses	2	10
2.3 Obligations of the Customer	2	11
2.4 Customer Equipment and Channels	2	14
2.5 Payment Arrangements	2	16
2.6 Allowances for Interruptions in Service	2	22
2.7 Cancellation of Service	2	26
2.8 Transfers and Assignments	2	27
2.9 Notices and Communications	2	27
2.10 Customer Liability for Unauthorized Use of the Network	2	28
APPLICATION OF RATES	3	
3.1 Introduction	3	1
3.2 Charges Based on Duration of Use	3	1
3.3 Rates Based Upon Distance	3	2

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300 South Highway 169, Suite 700
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TABLE OF CONTENTS (Cont'd)

SERVICE AREAS	4	
4.1 Service Areas Map	4	1
4.2 Exchange Access Service Areas (EASA)	4	1
4.3 Extended Local Calling Areas	4	1
EXCHANGE ACCESS SERVICE	5	
5.1 General	5	1
5.2 Basic Line Service	5	2
5.3 Custom Local Area Signaling Services (CLASS)	5	3
EXCHANGE ACCESS OPTIONAL FEATURES	6	
6.1 Directory Listings	6	1
LOCAL CALLING SERVICE	7	
7.1 Description	7	1
7.2 Rates	7	2
INTRALATA CALLING SERVICE	8	
8.1 IntraLATA Toll Presubscription	8	1

TABLE OF CONTENTS (Cont'd)

MISCELLANEOUS SERVICES	9	
9.1 Service Implementation	9	1
9.2 Restoration of Service	9	1
9.3 Custom Calling Service	9	2
SPECIAL ARRANGEMENTS	10	
10.1 Special Construction	10	1
10.2 Individual Case Basis (ICB) Arrangements	10	2
10.3 Temporary Promotional Programs	10	2
INTEREXCHANGE SERVICE	11	
11.1 Toll Blocking Policy	11	1
USE OF CUSTOMER'S SERVICES BY OTHERS	12	
12.1 Resale and Sharing	12	1
12.2 Joint Use Arrangements	12	1
PRICE LIST	13	
13.1 Exchange Access Service	13	1
13.2 Local Calling Service	13	3
13.3 Miscellaneous Services	13	4
13.4 Exemptions and Special Rates	13	5
13.5 Charge for Connecting or Changing Service	13	5
13. 6 Directory Listing	13	5

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Effective: June 22, 2008

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**EXPLANATION OF SYMBOLS, REFERENCEMARKS, AND ABBREVIATIONS OF TECHNICAL TERMS
USED IN THIS TARIFF**

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 or regulation. |
| 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 Non Residential intrastate, local exchange and interexchange telecommunications services by Onvoy, Inc. d/b/a Onvoy Voice Services, hereinafter referred to as the Company, to Customers within the counties of Montgomery, Lucas and Summit in the State of Ohio. The Company will provide local exchange service only in the exchanges in which it has an approved interconnection or resale agreement with the incumbent local exchange carrier.

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

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

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

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 Subscriber. 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.

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

Call Forwarding: Allows an incoming call to be sent elsewhere.

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

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the Customer's telephone system.

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

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

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

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

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Minneapolis, MN 55426

DEFINITIONS (Cont'd)

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

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

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

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

Call Transfer: Allows a station line user to transfer any established call to another station line in outside the customer group without the assistance of the attendant.

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

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

Collocation Point: Central Offices where Onvoy has installed equipment and connected to the Local Exchange Carrier (ILEC) network so that Onvoy can connect to end-user Customers served the particular Central Office via leased unbundled network element loops (UNE loops).

Following is a list of Central Offices in which Onvoy is collocated. The list includes the name, and reference code (CLLI) for each Central Office from which Onvoy provides services under the provision of services to a Customer under this tariff, except for those services provided to OnNet Customers and Resold-Only Customers, depends upon the existence of a collocation point that serves the Customer area.

City	Address	CO Name	CLLI Code
AKRON	50 w. Bowery St	Akron-Blackstone	AKRNOH25
AKRON	1600 W. Market	Akron-University	AKRNOH86
AKRON	208 Portage Trail E	Cuyahoga Falls	CYFLOH92
TOLEDO	121 N Huron St	Toledo 21	TOLDOH21
TOLEDO	2414 W Sylvania Ave	Toledo 47	TOLDOH47
TOLEDO	3332 Dorr St	Toledo 53	TOLDOH53

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DEFINITIONS (Cont'd)

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

Company or Onvoy: Onvoy, Inc. d/b/a Onvoy Voice Services, the issuer of this tariff.

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

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. Customers are classified according to 1) the categories listed below; and for all categories of customers except OnNet Customers and Resold-Only Customers, 2) the Collocation Points listed above for services provided under this tariff. A line is defined as a voice or digital circuit with transmission capacity up to 64KB per second.

1- 2 Line UNE Customers - Customers who subscribe to a total of one to two lines of voice and/or data services serviced via DSO (64KB analog loop) and/or DS 1 (1.544 MB digital loop) UNE(s).

3 - 4 Line UNE Customers - Customers who subscribe to a total of three to four lines of voice and/or data services served via DSO and/or DS1 UNEs.

5 - 9 Line UNE Customers - Customers who subscribe to a total of five to nine lines of voice and/or data services served via DSO and/or DS1 UNEs.

10 - 16 Line UNE Customers - Customers who subscribe to a total of 10 to 16 lines of voice and/or data services served via DSO and/or DS 1 UNEs.

17 - 23 Line UNE Customers - Customers who subscribe to a total of 17 to 23 lines of voice and/or data services served via DSO and/or DSI UNEs.

24 - 50 Line UNE Customers - Customers who subscribe to a total of 24 to 50 lines of voice and/or data services served via DSO and/or DS 1 UNEs.

50+ Line UNE Customers - Customers who subscribe to a total of 50 or more lines of voice and/or data services served via DSO and/or DS 1 UNEs.

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

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

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DEFINITIONS (Cont'd)

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

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

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.

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

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

DSX-1 Panel: Distribution equipment used to terminate and administer DS 1 (1.544 Mbps) circuits.

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

Duplex Service: Service that provides for simultaneous transmission in both directions

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.

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

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

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

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

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

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

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DEFINITIONS (Cont'd)

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

Mbps: Megabits, denotes millions of bits per second.

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

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

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

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

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

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

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

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

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DEFINITIONS (Cont'd)

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

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

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

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

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

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REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish Non-Residential communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Ohio.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

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REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

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

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REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term of the contract period specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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REGULATIONS (Cont'd)

2.1 User or End User (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- (E) Service may be terminated upon 7 days written notice to the Customer if
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (F) This tariff shall be interpreted and governed by the laws of the State of Ohio regardless of its choice of laws provision.
- (G) AT&T Ohio and Verizon North and their affiliated local telephone companies must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (H) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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REGULATIONS (Cont'd)

2.1 User or End User (Cont'd)

2.1.4 Liability of the Company

- (A) Unless otherwise determined by the Commission and, except where provided for in the MTSS, this tariff the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- (C) Unless otherwise determined by the Commission, and except where provided for in the MTSS, the Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

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REGULATIONS (Cont'd)

2.1 User or End User (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.
- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- (I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- (J) Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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REGULATIONS (Cont'd)

2.1 User or End User (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification at least 48 hours in advance of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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REGULATIONS (Cont'd)

2.1 User or End User (Cont'd)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff.
- (B) In the case of installation of local exchange service, the Company will waive installation charges as required by the Ohio Minimum Telephone Service Standards rules if installation does not occur within the applicable time frames.
- (C) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (D) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from any equipment or facilities associated with the Company's provision of service to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment.

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REGULATIONS (Cont'd)

2.1 User or End User (Cont'd)

2.1.7 Non-Routine Installation

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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REGULATIONS (Cont'd)

2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Ohio Public Utility Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or maybe charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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REGULATIONS (Cont'd)

2.3 **Obligations of the Customer** (cont'd)

2.3.1 **General** (cont'd)

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

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

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REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (cont'd)

2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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REGULATIONS (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

(A) Taxes

The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the Customer's bill, as opposed to being included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government approved sales taxes, without first seeking Commission approval under the appropriate procedures required by the Commission's Retail Rules.

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REGULATIONS (Cont'd)

2.5 Payment Arrangements (cont'd)

2.5.2 Billing and Collection of Charges

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

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Minneapolis, MN 55426

REGULATIONS (Cont'd)

2.5 Payment Arrangements (cont'd)

2.5.2 Billing and Collection of Charges

(E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the lesser of the highest percentage allowable by the Public Utilities Commission of Ohio or a late factor of 1.5% per month. Any late payment fee will not include interest on a previously-charged late payment fee.

(F) For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, the Customer will be assessed a fee for each check returned. The Company may waive the bad check charge under appropriate circumstances.

Returned check fee \$25.00

(G) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

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REGULATIONS (Cont'd)

2.5 Payment Arrangements (cont'd)

2.5.3 Deposits

- (A) The Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - (1) two month's charges for a service or facility that has a minimum payment period of one month; or
 - (2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- (B) After 12 months of satisfactory payment history or when a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- (C) Deposits held will accrue interest at a rate determined by the Company, without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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REGULATIONS (Cont'd)

2.5 Payment Arrangements (cont'd)

2.5.4 Discontinuance of Service

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, upon 7 days written notice, discontinue or suspend service without incurring any liability.
- (B) Disconnection notices issued by the Company must inform the Subscriber facing disconnection of the total amount which the Subscriber would need to pay in order to avoid disconnection of its local service. The Company will not disconnect its local services due to the Customer's failure to pay outstanding toll charges.
- (C) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (D) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by written notice to the Customer, may discontinue or suspend service without incurring any liability.
- (E) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service upon 7 days written notice to the customer without incurring any liability.
- (F) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (G) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (H) Upon the Company's discontinuance of service to the Customer under Section 2.5.5 (A), 2.5.5(B) or 2.5.5(C), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent). Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

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REGULATIONS (Cont'd)

2.5 Payment Arrangements (cont'd)

2.5.5 Disconnection of Service Other Than Toll Service

Disconnection of Service will be handled in accordance with the MTSS.

2.5.6 Changes in Service Requested

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

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REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports, or the Company discovers, a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only lose facilities on the interrupted portion of the circuit will receive a credit.

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REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (cont'd)

2.6.1 Credit for Interruptions (cont'd)

- (C) A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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

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REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (cont'd)

2.6.1 Credit for Interruptions (cont'd)

(C) (cont'd)

Over 24 Hours and Less Than 48 Hours. Interruptions over 24 hours and less than 48 hours will be credited a pro-rata portion of the monthly charges.

Over 48 Hours and Less Than 72 Hours. Interruptions over 48 hours and less than 72 hours will be credited 1/3 of one month's recurring charges.

Over 72 Hours Interruptions over 72 hours will be credited one month's recurring charges.

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

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

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REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) except as provided for in tariff Section 2.1.4(c), interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) except as provided for in tariff Section 2.1.4(c), interruption of service due to circumstances or causes beyond the control of Company; and
- (H) interruptions that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

No credit will be made for interruptions in local exchange service which

- (A) occur as the result of a negligent or willful act on the part of the Subscriber;
- (B) occur as the result of a malfunction of Subscriber-owned telephone equipment;
- (C) occur as the result of acts of God, military action, wars, insurrections, riots or strikes; or
- (D) are extended by the Company's inability to gain access to the Subscriber's premises due to the Subscriber missing a repair appointment.

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REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (cont'd)

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 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.

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid and waived Non-Recurring charges reasonably expended by the Company as well as all costs incurred by Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; plus
- (D) the difference between a Customers term rates and the Company's month-to-month rates times the actual length of service.
- (E) Inclusion of early termination liability by the company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise."

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

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REGULATIONS (Cont'd)

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (B) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 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.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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REGULATIONS (Cont'd)

2.10 Customer Liability for Unauthorized Use of the Network

2.10.1 Unauthorized Use of the Network

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

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APPLICATION OF RATES

3.1 Introduction

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

3.2 Charges Based on Duration of Use

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

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time.

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APPLICATION OF RATES (Cont'd)

3.3 Rates Based Upon Distance

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

(A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the National Exchange Carrier Association, Inc. Tariff FCC No.4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

(B) The airline distance between any two Rate Centers is determined as follows:

- (1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the NECA tariff referenced in Section 3.3.1(A).
- (2) Compute the difference between the "V" coordinates of the two Rate Centers; and the difference between the two "H" coordinates.
- (3) Square each difference obtained in step (2) above.
- (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
- (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- (7) FORMULA=

$$\frac{J(V1-V2)^2+(H1-H2)^2}{10}$$

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SERVICE AREAS

4.1 Service Areas Map

4.2 Basic Local Calling Areas

Exchange Access Service Areas (EASA) are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Services bearing the following NPA-NXX designations are provided at the following locations and in the following areas:

<u>Exchange</u>	<u>Exchange Areas in Local Service Area</u>
Akron Exchange	Akron, Greensburg, Hartville, Kent, Manchester, Mogadore, Uniontown, Montrose, Doylestown, Peninsula, Rittman, Sharon Center, Wadsworth, Hudson (342, 650 & 655 exchanges only)
Toledo Exchange	Toledo, Holland, Maumee, Perrysburg, Whitehouse, Metamora, Temperance, MI, Swanton, Grand Rapids, Curtice-Oregon, Stony Ridge, Erie, MI, Woodville, Genora, Elmore, No. Sylvannia, MI, Waterville, Moline, Lost Peninsula, MI, Richfield Center-Berkey, Lambertville Whitford, MI

4.3 Extended Local Calling Areas

<u>Exchange</u>	<u>Exchange Areas in Local Service Area</u>
Akron	Rootstown, Atwater, Ravenna, N. Canton, Richfield
Toledo	Delta, Luckey, Haskin-Totogonany

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EXCHANGE ACCESS SERVICE

5.1 General

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

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

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

The following Exchange Access Services are offered:

Basic Line Service⁽¹⁾

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

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EXCHANGE ACCESS SERVICE (Cont'd)

5.2 Basic Line Service^{*(1)}

Basic Line Service provides a Business Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line contains the standard features listed below. Optional features are set forth in Section 10.5 of the tariff

Non-recurring and monthly recurring rates per Basic Line are specified in Section 13.1 of the Price List

*The Monthly Recurring and Usage rates for Basic Line Service apply to all Customers and Subscribers as defined in Section 1, Definitions.

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

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EXCHANGE ACCESS SERVICE (Cont'd)

5.3 Custom Local Area Signaling Services (CLASS)

5.3.1 Per Call Blocking

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

5.3.2 Per Line Blocking

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

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EXCHANGE ACCESS SERVICE (Cont'd)

5.3 Custom Local Area Signaling Services (CLASS) (Cont'd)

5.3.3 Call Return

Call Return (Automatic Recall) - Enables a customer to return the last incoming call whether or not it was answered. The customer dials the activation code of *69 from a touch-tone phone, or 1169 from a rotary dial phone, and the last incoming call is announced. If the incoming call was placed from a line designated as "private", a fast busy tone will be heard preventing the activation of the Call Return feature. Office-wide Call Return-Block -to-Private prevents Call Return activation when a local or toll calling party blocks their number. To activate the Call Return function the customer would then dial "1 ". If the line is busy when the customer activates the service, a confirmation announcement is heard, the customer hangs up, and a queuing process begins. For the next thirty minutes both the calling and called parties' lines are checked periodically. The call setup is made when both the originating and terminating lines are idle. After activation of the feature, the originating and terminating customers may place other calls without affecting the call return service status. Up to 30 calls maybe held in queue for the Customer's Call Return activation. The callbacks may be to areas where the toll charge would be applicable. This feature cannot be activated for all telephone numbers such as numbers with the 800 or 900 prefixes, or PBX extensions.

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EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Directory Listings

For each Customer of Company provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number¹ in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. Rates for director listings are specified in Section 13.6 of the Price List.

¹ For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

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LOCAL CALLING SERVICE

7.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network¹ bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

7.1.1 Basic Local Exchange Service - This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 9.3 following.

7.1.2 Expanded Local Exchange Service - This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. Additional call to the Basic Local Calling Area will be charged as specified in Section 8.2.1 (A) following. All calls to the Expanded Local Calling Area² will be charged a per call setup and per minute access charge as specified in Section 8.2.1 (B) following. All calls to destinations outside the Expanded Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 9.3 following.

¹ Except calls to other telephone companies' caller paid information services (e.g. NPA900, NXX976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

(A) Time Periods

Day and Night/Weekend rates apply as follows:

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

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

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

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LOCAL CALLING SERVICE (Cont'd)

7.2 Rates

The rates specified in Section 13.2 of the Price List apply to all direct dialed local calls. For operator-assisted local calls, the operator charges listed in Section 10.1.3 apply in addition to the charges listed below.

7.2.1 Usage Charges - Per minute charges specified in Section 13.2.2 of the Price List apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

(A) Monthly Message Allowance

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

(B) Expanded Calling Area - The usage charges specified in Section 13.2.3 of the Price List apply to points in the Customer's Expanded Calling Area.

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INTRALATA CALLING SERVICE

8.1 INTRALATA TOLL PRESUBSCRIPTION

After a subscriber's initial selection for a presubscribed intraLATA toll carrier any change thereafter, an IntraLATA Presubscription Change Charge will apply. The IntraLATA Presubscription Change Charge shall be applied as set forth in Section 13.3.1 of the Price List.

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

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MISCELLANEOUS SERVICE

9.1 Service Implementation

9.1.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

9.1.2 Rates

Service implementation rates are specified in Section 13.3.2 of the Price List.

9.2 Restoration of Service

9.2.1 Description

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable after the re-establishment of the suspended service and facilities.. The restoration charge does not apply when, after disconnection of service, service is later re-established.

9.2.2 Rates

Restoration of service rates are specified in Section 13.3.3 of the Price List

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MISCELLANEOUS SERVICE (Cont'd)

9.3 Custom Calling Service

9.3.1 Resold Rates

Business Individual Features:

- (a) Call Waiting
- (b) Caller ID - Standard - With Name Enhancement

Custom calling service rates are specified in Section 13.3.4.

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SPECIAL ARRANGEMENTS

10.1 Special Construction

10.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- (A) non-recurring type charges;
- (B) recurring type charges;
- (C) termination liabilities; or
- (D) combinations thereof.

10.1.2 Termination Liability

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

(A) The termination liability period is the estimated service life of the facilities provided.

(B) The amount of the maximum termination liability is equal to the estimated amounts for:

(1) Cost of installation of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

- (a) equipment and materials provided or used,
- (b) engineering, labor and supervision,
- (c) transportation, and
- (d) rights-of-way;

(2) license preparation, processing, and related fees;

(3) tariff preparation, processing, and related fees;

(4) cost of removal and restoration, where appropriate; and

(5) any other identifiable costs related to the specially constructed or rearranged facilities.

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SPECIAL ARRANGEMENTS (Cont'd)

10.1 Special Construction (Cont'd)

10.1.2 Termination Liability (Cont'd)

- (C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 11.1.2(B) preceding by a factor related to the un-expired period of liability and the discount rate for return and contingencies. The amount determined in section 11.1.2(B) preceding shall be adjusted to reflect the re-determined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.
- (D) Inclusion of early termination liability by the company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise."

10.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. Such ICBs will be filed with and approved by the Public Utilities Commission of Ohio under the guidelines of Case No. 95-845-TP-COI.

10.3 Temporary Promotional Programs

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

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

INTEREXCHANGE SERVICE

11.1 Toll Blocking Policy

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

11.1.1 Under the terms of the Selective Access Policy, Onvoy when providing toll service, may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:

- (a) the customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- (b) Onvoy, when providing toll service, exercising its own discretion, does not require the customer to establish creditworthiness (through any of the means available for doing so under the PUC's rules), or
- (c) Onvoy, when providing toll service, attempts to require the customer to establish credit worthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved tariff.

11.1.2 When a prospective customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select Onvoy as his or her 1+ carrier of choice, Onvoy may, subject to our tariffed toll deposit policies and the Commission's rules on establishment of service (See the MTSS) require a deposit for toll service.

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

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

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300 South Highway 169, Suite 700
Minneapolis, MN 55426

USE OF CUSTOMER'S SERVICE BY OTHERS

12.1 Resale and Sharing

SECTION 12.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE PUBLIC UTILITIES COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Ohio Public Utility Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

Rates for Resale and Sharing service are the same as the tariffed Retail Rates for Onvoy, LLC, found in Section 13 of this tariff.

12.2 Joint Use Arrangements

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

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Issued By: Mary T. Buley, Senior Regulatory & Interconnection Manager
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300 South Highway 169, Suite 700
Minneapolis, MN 55426

PRICE LIST

13.1 Exchange Access Service

13.1.1 Basic Line Service Non Recurring Akron

	<u>Non-Recurring</u>	<u>Monthly Recurring</u> <u>1-3 Lines</u>
<u>Akron</u>		
Basic Business Line Measured		
1st Line		\$18.65
Each Addtl Line		\$18.65
Basic Business Line Message		
1st Line		\$23.91
Each Addtl Line		\$23.91
Basic Business Line Flat		
1st Line		\$30.00
Each Addtl Line		\$30.00
<u>Toledo</u>		
1st Line		\$18.65
Each Addtl Line		\$18.65
Basic Business Line Message		
1st Line		\$23.91
Each Addtl Line		\$23.91
Basic Business Line Flat		
1st Line		\$30.00
Each Addtl Line		\$30.00

*Non Recurring rates are available at Section 13.13.

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Onvoy Voice Services
300 South Highway 169, Suite 700
Minneapolis, MN 55426

PRICE LIST (Cont'd)

13.1 Exchange Access Service (cont'd)

13.1.2 Basic Trunk Service

	<u>Non-Recurring</u>	<u>Monthly Recurring</u> <u>1-3 Lines</u>
<u>Akron</u>		
Basic Business Trunk Measured		
1st Trunk		\$21.51
Each Addt'l Trunk		\$21.51
Basic Business Trunk Message		
1st Trunk		\$31.31
Each Addt'l Trunk		\$31.31
Basic Business Trunk Flat		
1st Trunk		\$33.00
Each Addt'l Trunk		\$33.00
<u>Toledo</u>		
Basic Business Trunk Measured		
1st Trunk		\$21.51
Each Addt'l Trunk		\$21.51
Basic Business Trunk Message		
1st Trunk		\$31.31
Each Addt'l Trunk		\$31.31
Basic Business Trunk Flat		
1st Trunk		\$33.00
Each Addt'l Trunk		\$33.00

* Non Recurring rates are available at Section 13.13.

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300 South Highway 169, Suite 700
Minneapolis, MN 55426

PRICE LIST (Cont'd)

13.2 Local Calling Service

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

13.2.2 Monthly Message Allowance

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

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

13.2.3 Extended Calling Area - The following usage charges apply to points in the Customer's Extended Calling Area.

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

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Minneapolis, MN 55426

PRICE LIST (Cont'd)

13.3 Miscellaneous Services

13.3.1 IntraLATA Presubscription Change Charge

Per business line, trunk or port:	<u>NRC</u>
Manual Change	\$5.00
Automatic Change	\$1.25

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

13.3.2 Service Implementation

	<u>Non-Recurring</u>
per service order	\$62.85

13.3.3 Restoration of Service

	<u>Non-Recurring</u>
per occasion	\$62.85

13.3.4 Custom Calling Service

Resold Rates

Business

	<u>Monthly</u>
Individual Features:	\$4.00
(a) Call Waiting	\$6.50
(b) Caller ID	\$2.50
- Standard	
- With Name Enhancement	

13.3.5 Payphone Service Provider Telephone (PSP)

<u>Monthly Recurring</u>	<u>Non-Recurring</u>
\$35.00	\$78.56

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300 South Highway 169, Suite 700
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PRICE LIST (Cont'd)

13.4 Exemptions and Special Rates

13.4.1 Directory Assistance for Handicapped Persons

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

13.5 Charges for Connecting or Changing Service

	<u>Non-Recurring</u>
Line Connection Charge	
Applies per exchange access line or trunk,	
First Line/Trunk	\$61.59
Additional Line/Trunk (each)	\$36.60
Line Change Charge	
Applies per exchange access line or trunk	
First Line	\$30.15
Additional Line (each)	\$30.15
Secondary Service Charge	
Applies per customer request	
Each	\$X.XX
Premises Work Charge	
Per Hour, 1 Hour minimum	\$50.00
Record Order	\$16.00
Add/Change Order	\$33.62
Move Service Address (1st Line/Trunk)	\$61.59
Move Service Address (each Add'l Line/Trunk)	\$36.60

13.6 Directory Listings

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

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Minneapolis, MN 55426

ATTACHMENT C

Replacement Proposed Access Tariff

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO INTRASTATE ACCESS SERVICES
WITHIN THE STATE OF OHIO
PROVIDED BY
ONVOY, INC.

PRINCIPAL OFFICE

Onvoy, Inc. d/b/a Onvoy Voice Services' principal office in its serving territory is located at 300 South Highway 169, Suite 700, Minneapolis, MN 55426. This Tariff is available for public inspection at the above address during regular business hours.

Issued: May 23, 2008

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Issued By: Mary T. Buley, Senior Regulatory & Interconnection Manager
Onvoy Voice Services
300 South Highway 169, Suite 700
Minneapolis, MN 55426

A/72545618.2

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
CHECKSHEET	4
CONCURRING CARRIERS	5
CONNECTING CARRIERS.....	5
OTHER PARTICIPATING CARRIERS	5
EXPLANATION OF NOTES.....	6
TARIFF FORMAT	7
SECTION 1 - DEFINITIONS.....	8
SECTION 2 – RULES AND REGULATIONS.....	12
2.1 UNDERTAKING OF THE COMPANY.....	12
2.2 ALLOWANCES FOR INTERRUPTIONS IN SERVICE	16
2.3 USE OF FACILITIES AND SERVICE	17
2.4 MINIMUM PERIOD OF SERVICE.....	19
2.5 PAYMENT FOR SERVICE RENDERED.....	20
2.6 CUSTOMER COMPLAINTS AND BILLING DISPUTES.....	21
2.7 INSPECTION, TESTING AND ADJUSTMENT	22
2.8 OBLIGATIONS OF THE CUSTOMER	23
2.9 DETERMINATION OF MILEAGE	27
2.10 DISCONNECTION AND TERMINATION OF SERVICE.....	28
2.11 UNLAWFUL USE OF SERVICE	30
SECTION 3 - SWITCHED ACCESS SERVICE	31
3.1 GENERAL	31
3.2 RATE CATEGORIES.....	31
3.3 OBLIGATIONS OF THE COMPANY	33
3.4 OBLIGATIONS OF THE CUSTOMER	35
3.5 RATE REGULATIONS.....	36
SECTION 4 - SPECIAL ACCESS SERVICE	37
4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE	37
4.2 SPECIAL CONSTRUCTION.....	40
4.3 BASIS OF RATES AND CHARGES	41
4.4 OBLIGATIONS OF THE COMPANY	42
4.5 RATE REGULATIONS.....	44
4.6 SERVICE DESCRIPTIONS	47
4.7 RATES AND CHARGES.....	48
4.8 SERVICE TRANSFER CHARGES	49
4.9 DEDICATED 911 TRANSPORT SERVICE.....	50

Issued: May 23, 2008

Effective: June 22, 2008

Issued under authority of the Public Utilities Commission of Ohio Case No.

Issued By: Mary T. Buley, Senior Regulatory & Interconnection Manager
Onvoy Voice Services
300 South Highway 169, Suite 700
Minneapolis, MN 55426

A/72545618.2

TABLE OF CONTENTS (Cont'd)

SECTION 5 - CARRIER COMMON LINE ACCESS SERVICE	51
5.1 PRESUBSCRIPTION	51
5.2 UNAUTHORIZED PIC CHANGE	52
5.3 EXPEDITED PIC SWITCHBACK SERVICE	52
SECTION 6 - SPECIAL ARRANGEMENTS	53
6.1 SPECIAL CONSTRUCTION	53
6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE	55
SECTION 7 - MEASUREMENT OF ACCESS MINUTES	56
7.1 MEASUREMENT OF ACCESS MINUTES AND DETERMINATION OF BALANCE	56
SECTION 8 - BILLING AND COLLECTION	57
8.1 GENERAL	57
8.2 RECORDING SERVICE	57
8.3 BILLING NAME AND ADDRESS SERVICE	63
SECTION 9 - RATES AND CHARGES	68
9.1 ACCESS SERVICE	68

Issued: May 23, 2008

Effective: June 22, 2008

Issued under authority of the Public Utilities Commission of Ohio Case No.

Issued By: Mary T. Buley, Senior Regulatory & Interconnection Manager
Onvoy Voice Services
300 South Highway 169, Suite 700
Minneapolis, MN 55426

A/72545618.2

CHECKSHEET

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

Issued: May 23, 2008

Effective: June 22, 2008

Issued under authority of the Public Utilities Commission of Ohio Case No.

Issued By: Mary T. Buley, Senior Regulatory & Interconnection Manager
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300 South Highway 169, Suite 700
Minneapolis, MN 55426

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Issued: May 23, 2008

Effective: June 22, 2008

Issued under authority of the Public Utilities Commission of Ohio Case No.

Issued By: Mary T. Buley, Senior Regulatory & Interconnection Manager
Onvoy Voice Services
300 South Highway 169, Suite 700
Minneapolis, MN 55426

A/72545618.2

EXPLANATION OF SYMBOLS

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

Issued: May 23, 2008

Effective: June 22, 2008

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Issued By: Mary T. Buley, Senior Regulatory & Interconnection Manager
Onvoy Voice Services
300 South Highway 169, Suite 700
Minneapolis, MN 55426

A/72545618.2

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 1
 - 1.1
 - 1.1.1
 - 1.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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Issued By: Mary T. Buley, Senior Regulatory & Interconnection Manager
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Minneapolis, MN 55426

A/72545618.2

SECTION 1 - DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities, which are capable of communications between terminal equipment provided by other than the Company.

COMMISSION or PUCO - Public Utilities Commission of Ohio.

COMPANY or ONVOY - Onvoy, Inc. d/b/a Onvoy Voice Services

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Minneapolis, MN 55426

A/72545618.2

SECTION 1 - DEFINITIONS (CONT'D)

CUSTOMER - Any individual, partnership, association, corporation or other entity, which subscribes to the services offered under this tariff, including Interexchange Carriers.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

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300 South Highway 169, Suite 700
Minneapolis, MN 55426

A/72545618.2

SECTION 1 - DEFINITIONS (CONT'D)

INTERSTATE COMMUNICATIONS - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication, which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

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Minneapolis, MN 55426

A/72545618.2

SECTION 1 - DEFINITIONS (CONT'D)

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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A/72545618.2

SECTION 2 – RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

2.1.1 Liability of the Company

In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.1.1.1 The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Onvoy's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Onvoy, shall not result in the imposition of any liability upon Onvoy.

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A/72545618.2

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

2.1.1.2 Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.

2.1.1.3 The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Onvoy will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Onvoy, that furnishes services, facilities, or equipment used in connection with Onvoy's services or facilities.

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Onvoy Voice Services
300 South Highway 169, Suite 700
Minneapolis, MN 55426

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

2.1.1.4 EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, ONVOY MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.1.1.5 IN NO EVENT SHALL ONVOY BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

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

2.1.2 Limitation of Liability

2.1.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3 Force Majeure

2.1.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.2 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.2.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.2.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE

2.3.1 Use of Service

- A. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
1. Service may be used for any lawful purpose by the Customer or by any End User.
 2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
 3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE (Cont'd)

2.3.2 Limitations

- E.** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- F.** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth previously in Section 2.1.3 of this tariff), or when service is used in violation of provisions of this tariff or the law.
- G.** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth previously in Section 2.1.3 of this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- H.** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- I.** The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE (Cont'd)

2.3.4 Use and Ownership of Equipment

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

2.4 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT FOR SERVICE RENDERED

- 2.5.1 Onvoy will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date").
- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this tariff, may result in suspension of access privileges to Onvoy's collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non-payment.
- 2.5.3 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.4 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill. Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 CUSTOMER COMPLAINTS AND BILLING DISPUTES

2.6.1 In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Onvoy within eighteen (18) months of the Bill Date unless the Customer provides documentation after that timeframe. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Onvoy shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute.

If a dispute cannot be resolved with the company, a complaint may be filed with the Commission at 180 E. Broad Street, Columbus, Ohio, 43215.

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