

June 26, 2008 Via E-file

2600 Maitland Center Pkwy. Suite 300 Maitland, FL 32751	Ms. Renee Jenkins, Commission Secretary Public Utilities Commission of Ohio 180 East Broad Street, 13 th Floor
P.O. Drawer 200	Columbus, OH 43215-3793
Winter Park, FL 32790-0200	RE: Detariffing package for Global Crossings Local Services, Inc. Docket No. 08-731-TP-ATA
Tel: 407-740-8575	
Fax: 407-740-0613 www.tminc.com	Dear Ms. Jenkins:

Enclosed for filing please find the original copy of the replacement Local tariff and detariffing package submitted on behalf of Global Crossings Local Services, Inc. The Company respectfully requests an effective date of June 30, 2008.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope.

Any questions you may have regarding this filing may be directed to me at 407-740-3001 or via email to tforte@tminc.com.

Thank you for your assistance with this matter.

Sincerely. 100 Thomas M. Forte

Consultant to Global Crossings Local Services, Inc.

TMF/rg

cc: D. Peters – Global Crossings

file: Global Crossings - OH IXC

tms: OHi0801

The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for DETARIFFING AND RELATED ACTIONS

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

In the Matter of the Application of)	TRF Docket	90	-		ТР	- T	RF
Global Crossing Local Services, Inc.)	Case No.	08		731	TP	- A	TA
To Detariff Certain Tier 2 Services and make other changer related to the Implementation of Case No. 06-1345-TP-O	,	NOTE: Unless y fields BLANK	ou have	reserv	ed a Cas	e No. leave	the "Ca	ase No"
Name of Registrant(s) Clobal Crossing L	ocal Servic	ves Inc						

Gibtinit(s)	Grobbil Grobbilg Ebetil Services, Inc.							
DBA(s) of Registrant(s)								
Address of Registrant(s)	1080 Pitt	1080 Pittsford-Victor Road, Pittsford, NY 14534						
Company Web Address	www.glo	balcrossing.com						
Regulatory Contact Person(s)	Diane L.	Peters	Phone	585-255-1425	Fax	877-766-2492		
Regulatory Contact Person's Email	Address	diane.peters@globalcr	ossing.co	m				
Contact Person for Annual Report	Lori Blal	cely	Phone	585-255-1327	Fax	877-766-2492		
Address (if different from above)	lori.blake	ely@globalcrossing.com						
Consumer Contact Information					Phone	800-482-4848		
Address (if different from above)	iccc@glo	balcrossing.com						

Part I – Tariffs

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

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

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

Part II – Exhibits

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

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

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I, Thomas M. Forte, am an officer/agent of the applicant corporation, Global Crossing Local Services, Inc. and am authorized to make this statement on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

at (Location) 2600 Maitland Center Parkway, Suite 300, Maitland, Florida 32751 une 26, 2008 Executed on (Date) 126/08 Thomas M. Forte, Consultant to Global Crossing Local Services, Inc.

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

VERIFICATION

I, <u>Thomas M. Forte</u> verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, jettrue and correct to the best of my knowledge.

Thomas M. Forte, Consultant to Global Crossing Local Services, Inc.

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

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

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

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

6/26/08

26/08

GLOBAL CROSSINGS LOCAL SERVICES, INC.

EXHIBIT A

EXISTING AFFECTED TARIFF PAGES

RATES, TERMS AND CONDITIONS RELATING TO THE PROVISION OF LOCAL EXCHANGE SERVICES IN THE STATE OF OHIO

As Approved in Case No. 99- -TP-ACN

Catherine Murray Manager, State Regulatory Group 1221 Nicollet Mall, Suite 300 Minneapolis, MN 55403

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange service by Global Crossing Local Services, Inc. ("the Company") in the calling areas defined herein.

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

As Approved in Case No. 99- -TP-ACN

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EXPLANATION OF SYMBOLS

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

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

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EXPLANATION OF TERMS

ADVANCE PAYMENT

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

AGENCY

For 9-1-1 or E9-1-1 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

AUTHORIZED USER

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

ATTENDANT

An operator of a PBX console or telephone switchboard.

BUILDING

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

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CALL INITIATION

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

CALL TERMINATION

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

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single a physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

CHANNEL SERVICE UNIT ("CSU")

The equipment located at the customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

COMMUNICATIONS SERVICES

The Company's intrastate long distance and local exchange switched telephone services offered for both intraLATA and interLATA use.

CUSTOMER

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

DEMARCATION POINT

The physical dividing point between the Company's network and the customer.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

DIGITAL

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

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EMERGENCY

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

EMERGENCY SERVICE (ENHANCED 9-1-1)

Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary E9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E9-1-1 provider for display at the Public Safety Answering Point (PSAP).

E9-1-1 SERVICE AREA

The geographic area in which the government agency will respond to all E9-1-1 calls and dispatch appropriate emergency assistance.

E9-1-1 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E9-1-1 service.

ERROR

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

EXCHANGE

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

EXCHANGE ACCESS LINE

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

FINAL ACCOUNT

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

As Approved in Case No. 99- -TP-ACN Order Issued:

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FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified Calling Area.

GROUND START

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

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

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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LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a long distance call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge. The Company's local calling area will encompass at least that established by the incumbent local exchange company.

LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line which extend from the serving central office to the originating and to the terminating point.

MOVE

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

PBX

A private branch exchange.

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PRESUBSCRIPTION

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

PRIVATE BRANCH EXCHANGE SERVICE

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

RATE CENTER

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

RECURRING CHARGES

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

SERVICE COMMENCEMENT DATE

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order 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 written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

As Approved in Case No. 99- -TP-ACN

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SERVING CENTRAL OFFICE

The central office from which local service is furnished.

SPEED CALLING

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

T-1 SYSTEM

A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

TELECOMMUNICATIONS RELAY SERVICE (TRS)

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

TELEPHONE CALL

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

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TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TOLL BLOCKING

Allows end users to block, with exceptions, direct-dialed long distance calls from their telephones. Incoming calls, third party calls and calling card calls (where billing system permits) are not affected.

TOLL CALL

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

USER

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

Catherine Murray Manager, State Regulatory Group 1221 Nicollet Mall, Suite 300 Minneapolis, MN 55403

1. <u>Regulations</u>

- 1.1 <u>Undertaking of the Company</u>
- A The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein.
- B The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity. Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers.
- C The Company will provide a toll-free number giving Customers access to service personnel during regular business hours.
- D The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.
- 1.2 Terms and Conditions
- A Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will be required to execute any other documents as may be reasonably requested by the Company.
- B Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified . At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Customer. 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.

Catherine Murray Manager, State Regulatory Group 1221 Nicollet Mall, Suite 300 Minneapolis, MN 55403

- 1. <u>Regulations</u> (cont'd)
 - 1.2 <u>Terms and Conditions</u> (cont'd)
 - C This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
 - D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
 - E The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to paragraph 1.2 F below.
 - F The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
 - G 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.
 - H The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
 - I In response to a subpeona or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.
 - J Customer shall not connect any equipment to the Company's network or lines, except with at least ten (10) days prior written notice to the Company.

1. <u>Regulations</u> (cont'd)

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

Catherine Murray Manager, State Regulatory Group 1221 Nicollet Mall, Suite 300 Minneapolis, MN 55403

1. <u>Regulations</u> (cont'd)

- 1.4 Provision of Equipment and Facilities
- A The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and any liability of the Company will be limited by Section 1.5 of this tariff.
- B The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not 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. The Customer may not 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 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 the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 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 the Company provided it. Customer shall not connect any equipment to the telecommunication system owned or managed by the Company except upon ten (10) days' prior written notice to the Company. Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

Catherine Murray Manager, State Regulatory Group 1221 Nicollet Mall, Suite 300 Minneapolis, MN 55403

1. <u>Regulations (contend)</u>

1.4 Provision of Equipment and Facilities (cont'd)

- E The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the 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. Beyond this responsibility, the Company shall not be responsible for:
 - (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
 - (ii) the reception of signals by Customer provided equipment; or
 - (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.
- F At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1. <u>Regulations (cont'd)</u>

- 1.5 Liability of the Company
- A 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, other defects, or representations by the Company, or use of these services or damages 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 below. 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's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of the Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 1.7.2, the Company's liability, if any, shall be limited as provided herein.

As Approved in Case No. 99- -TP-ACN Order Issued:

Catherine Murray Manager, State Regulatory Group 1221 Nicollet Mall, Suite 300 Minneapolis, MN 55403

- 1. <u>Regulations</u> (cont'd)
 - 1.5 <u>Liability of the Company</u> (cont'd)
 - C The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
 - (i) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication; or
 - (ii) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - (iii) claims for loss of profit; or
 - (iv) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.
 - D The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commissions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's control.

1. Regulations (cont'd)

- 1.5 Liability of the Company (cont'd)
- Е The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights- of -way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.4 and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.
- F 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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Catherine Murray Manager, State Regulatory Group 1221 Nicollet Mall, Suite 300 Minneapolis, MN 55403

- 1. Regulations (cont'd)
 - 1.5 Liability of the Company (cont'd)
 - 1.5.1 <u>With Respect to Emergency Number 9-1-1 Service</u>
 - A This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

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- 1. <u>Regulations</u> (cont'd)
 - 1.5 Liability of the Company (cont'd)
 - 1.5.2 With Respect to Directory Listings
 - A In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
 - B In the event a Customer's listing in the white pages directory is omitted or the phone number is listed incorrectly, the Company shall issue the Customer a credit for the equivalent of not less than three months local service charges. Such credit shall not apply in cases where the Customer has provided such listing information after the deadline for directory publication. The Customer shall be given the option of taking the credit or pursuing other remedies.

- 1. <u>Regulations</u> (cont'd)
 - 1.5 Liability of the Company (cont'd)
 - 1.5.2 <u>With Respect to Directory Listings</u> (cont'd)
 - C Credit limitation: The total amount of the credit provided for the preceding paragraphs (A) and (B) shall not exceed, on a monthly basis the total of the charges for each charge listing as specified in paragraph (ii), for the line or lines in question.
 - D Definitions: As used in paragraphs (A), (B) and (C) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or a community different from the one provided to the Company.
 - E Notice: Such allowances or credits as specified in paragraphs (A) and (B) above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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1. <u>Regulations</u> (cont'd)

- 1.5 Liability of the Company (cont'd)
 - 1.5.3 With Respect to Caller ID Blocking

Unless otherwise determined by the Commission, the Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omissions of Caller ID Blocking, whether or not arising from or relating to any ordinary negligence by the Company.

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- 1. <u>Regulations</u> (cont'd)
 - 1.6 <u>Directory Listings</u>
 - A The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 1.5.2 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
 - B When a Customer with a non-published telephone number, as defined herein, places a call to Emergency 9-1-1 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 9-1-1 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
 - C In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of such telephone number, but will not be liable should such number be divulged.
 - D The Company shall not be liable for any act or omission concerning the implementation of presubscription as defined herein.

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1. <u>Regulations</u> (cont'd)

1.7 Interruptions in Service

An interruption is deemed to have occurred when a Company's facility or system is inoperative. If a Customer reports a facility, service or circuit to be inoperative, but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.7.1 Temporary Suspension for Repairs

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

1.7.2 Credit Allowance for Interruptions

- A Interruptions of twenty-four (24) hours but less than forty-eight (48) hours, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer at the pro rata portion of the monthly charge(s) for any and all basic and regulated local services rendered inoperative during the interruption. Interruptions of forty-eight (48) but less than seventy-two (72) hours will be credited for one third of one month's charges for any basic and regulated local services rendered inoperative. Interruptions of seventy-two (72) but less than ninety-six (96) hours will be credited one month's charges for any basic and regulated local services rendered inoperative. Credit is not allowed for interruptions to service of less than twenty-four (24) hours.
- B For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges specified thereunder for local line or local trunk service and is dependent upon the length of interruption.

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- 1. <u>Regulations</u> (cont'd)
 - 1.7 Interruptions in Service (cont'd)
 - 1.7.3 Limitations on Credit Allowances
 - A No credit allowances will be made for:
 - (i) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer;
 - (ii) interruptions which are restored on or before the day after the interruption is reported or discovered by the Company;
 - (iii) interruptions due to the negligence of any person other than the Company, but not limited to the Customer or other common carriers connected to the Company's network.

- 1. <u>Regulations</u> (cont'd)
 - 1.8 <u>Ownership of Facilities</u>
 - A Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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- 1. Regulations (cont'd)
 - 1.9 <u>Obligations of the Customer</u>
 - A The Customer shall be responsible for:
 - (i) the payment of all applicable charges pursuant to this tariff;
 - (ii) 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. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
 - (iii) 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;
 - (iv) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of the Company's facilities and associated equipment used to provide Local Exchange Services to the Customer from the cable building entrance of property line to the location of the equipment space described above. Any 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 may be 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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- 1.9 <u>Obligations of the Customer</u> (cont'd)
 - (v) 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 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;
 - (vi) 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 granting or obtaining permission for which the Customer is responsible under this section; and granting or obtaining permission for Company agents or employees installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
 - (vii) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.
 - (viii) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

As Approved in Case No. 99- -TP-ACN Order Issued:

- 1. <u>Regulations</u> (cont'd)
 - 1.9 Obligations of the Customer (cont'd)
 - 1.9.1 <u>Claims</u>
 - A With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:
 - Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
 - (ii) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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- 1. <u>Regulations</u> (cont'd)
 - 1.9 Obligations of the Customer (cont'd)
 - 1.9.2 Station Equipment
 - The Customer is responsible for providing and maintaining any terminal А equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.
 - 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 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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- 1. <u>Regulations</u> (cont'd)
 - 1.9 <u>Obligations of the Customer</u> (cont'd)
 - 1.9.3 Interconnection of Facilities
 - A Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or the equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.
 - B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers which 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.

Order Issued:

- 1. <u>Regulations</u> (cont'd)
 - 1.9 <u>Obligations of the Customer</u> (cont'd)
 - 1.9.4 Inspections
 - A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 1.10.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will allowed for any interruptions occurring during such inspections.
 - B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

1.10 Payment Arrangements

A The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Authorized Users. Objections must be received by the Company within a reasonable amount period of time after receipt of bill, or all the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges of the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specified, those charges may be passed on to the customer.

1.10.1 <u>Taxes</u>

A The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of local exchange service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

- 1.10 <u>Payment Arrangements</u> (cont'd)
 - 1.10.2 Advance Payments and Deposits
 - A Applicants for service or existing Customers whose financial condition is not acceptable under the rules of the Public Utilities Commission of Ohio may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
 - B The deposit will not exceed an amount equal to:
 - (i) two month's average monthly bill for all local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges; or
 - (ii) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at nay time. Also, the Company reserves the right to cease accepting and processing service orders after it has requested a security deposit and prior to the Customer's compliance with this request.

1.10.3 Refund of Deposits

A A deposit will be refunded to a customer after twelve consecutive months of prompt payments of telephone service invoices. The Company may at its option either credit the amount on the Customer's bill or refund the deposit by direct payment.

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1.10 <u>Payment Arrangements</u> (cont'd)

- 1.10.3 <u>Refund of Deposits</u> (cont'd)
- B When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

1.10.4 Interest to Be Paid on Deposits

- A Interest will be paid on in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:
 - (i) by credit to the customer's account once annually;
 - (ii) by payment to the Customer upon request, once annually;
 - (iii) by adding accrued interest to the amount of the deposit when refunded to the customer;
 - (iv) by applying interest to any unpaid bill of the Customer upon termination of service with the Company.

As Approved in Case No. 99- -TP-ACN Order Issued:

- 1.10 <u>Payment Arrangements</u> (cont'd)
 - 1.10.5 Bills and Collection of Charges
 - A Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
 - B All service, installation, monthly recurring charges and non-recurring charges are due and payable no sooner than 14 days from the date of the postmark on the bill.
 - C The Company shall present bills for recurring charges monthly to the Customer, in advance of the month which service is provided.

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- 1 <u>Regulations</u> (cont'd)
 - 1.10 Payment Arrangements (cont'd)

1.10.5 Bills and Collection of Charges (cont'd)

- D For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- E Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.
- F A charge will be assessed for checks with insufficient funds or nonexisting accounts. The price range for this charge is as follows:

Minimum	Maximum
\$5.00	\$20.00

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

Issued: October 19, 2000

- 1. <u>Regulations</u> (cont'd)
 - 1.10 Bills and Collection of Charges (cont'd)
 - 1.10.6 Disputed Bills
 - A The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
 - B The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
 - C The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

1.11 Discontinuance of Service

- 1.11.1 Discontinuance of Service by the Company
- A The Company may discontinue or suspend service to Customer no sooner than 14 days after the due date of the bill and upon seven (7) days prior written notice without incurring any liability for the following reasons:
 - (i) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or
 - (ii) Upon failure of the Customer to meet the deposit requirements set out in Section 1.9.3 of this tariff; or
 - (iii) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
 - (iv) Upon violation of any of the other materials terms or conditions for furnishing service; or
 - (v) Upon failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services.

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1 Regulations (cont'd)

- 1.11 <u>Discontinuance of Service</u> (cont'd)
 - 1.11.1 Discontinuance of Service by the Company (cont'd)
 - B The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:
 - (i) In the event of tampering with the Company's equipment, facilities or property in any way; or
 - (ii) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or
 - (iii) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others; or
 - (iv) In the event the Company deems that such action is necessary to prevent or to protect against fraud.
 - C The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time or or up to discontinuance of service.
 - D Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

As Approved in Case No. 99- -TP-ACN Order Issued:

1 Regulations (cont'd)

- 1.10 Discontinuance of Service (cont'd)
 - 1.11.1 Discontinuance of Service by the Company (cont'd)
 - D For purposes of this section (1.10.1), all regulated telephone services provided by the Company shall be defined as local service.
 - E The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards.
 - (i) Disconnection notices issued by the Company pursuant to Rule 4901:1-5;34(C)(3), O.A.C., must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's logal obligation to provide "only local" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
 - F The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
 - G Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for non-regulated services.

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1 Regulations (cont'd)

- 1.11 Discontinuance of Service (cont'd)
 - 1.11.2 Discontinuance of Toll Service (Generally)
 - A In addition to enforcing, on its own behalf, the Company's own billing, credit/deposit and disconnection policies with respect to all regulated telephone services provided by the Company itself, the Company is not precluded from entering into formal contracts with other toll service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers.
 - B Unless and until it has entered into a formal contract specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit and disconnection policies of any toll service provider.
 - C In Case No. 95-790-TP-COI, the Public Utilities Commission of Ohio established a policy under which the procedural and substantive safeguards which are afforded to applicants for local exchange service and to subscribers of local exchange service under Chapter 4901:1-5, O.A.C., as pertains to billing, establishing credit/deposits, and to disconnection, shall also inure to applicants for toll services, regardless of whether such service is provided by a local exchange company or another toll service provider. 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 conform with this policy.

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- 1 Regulations (cont'd)
 - 1.11 Discontinuance of Service (cont'd)

1.11.2 Discontinuance of Toll Service (Generally)

- D When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes:
 - (i) must not function as a vehicle by which the (nonpaying) toll subscriber is denied access, through presubscription, to any other toll service provider besides the one whose provision of toll service has precipitated the toll disconnection;
 - (ii) must be available from the Company, by tariff, on a nondiscriminatory basis to all toll service providers; and
 - (iii) may consist of a selective toll blocking service.

- (C)
- E Neither purchase of the toll service provider's accounts receivable by the Company, nor a requirement that the Company be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a nondiscriminatory basis to all toll service providers.

(D)

Issued: October 19, 2000

- 1. <u>Regulations</u> (cont'd)
 - 1.11 Discontinuance of Service (cont'd)
 - 1.11.3 Discontinuance of Service by Customer
 - A If Customer cancels a service order or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in 1.7), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 1.10.5, all costs, fees, and expenses incurred in connection with:
 - (i) all non-recurring charges reasonably expended by Company to establish service to Customer, plus
 - (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
 - (iii) all recurring charges specified in the applicable service order tariff for the balance of the then current term.

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- 1. <u>Regulations</u> (cont'd)
 - 1.11 Discontinuance of Service (cont'd)
 - 1.11.4 Cancellation of Application for Service
 - A Where, prior to cancellation by Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
 - B Applications for service may be cancelled prior to the start of service or prior to any special construction. No charges will be imposed except for those specified above.
 - C The special charges described above will be calculated and applied on a case-by-case basis.

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- 1. <u>Regulations</u> (cont'd)
 - 1.12 <u>Restoration of Service</u>
 - A When Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

As Approved in Case No. 99- -TP-ACN

Order Issued:

1.13 Transfers and Assignments

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

1.14 Notices and Communications

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

As Approved in Case No. 99- -TP-ACN

Order Issued:

- 1. <u>Regulations</u> (cont'd)
 - 1.15 Promotional Offers
 - A The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made and shall be conducted in accordance with the provisions of Case No. 95-845-TP-COI.
 - 1.16 Individual Case Basis (ICB) Arrangements
 - A Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customers in writing and on a non-discriminatory basis and filed with the Commission for approval.
 - 1.17 <u>Customer Service</u>
 - A Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

1.18 Emergency Telephone Number Service (9-1-1)

Allows customers to reach appropriate emergency services including police, fire and hospital. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary E9-1-1 provider so that it reaches the correct emergency answering location. In addition, the Customer's address and telephone information will be provided to the primary E9-1-1 provider for display at the Public Safety Answering Point (PSAP).

The regulations in this section apply to both "Basic 9-1-1" and "Enhanced 9-1-1" service, hereinafter referred to as 9-1-1 service, in addition to regulations as specified in this tariff.

Information contained in the PSAP's data base management system will be maintained for 9-1-1 service and will be used exclusively for this purpose.

9-1-1 Service information consisting of the name, address and telephone number of customers who subscribe to non-published telephone service is confidential and the PSAP agency agrees to use such information only for the purpose of responding to emergency 9-1-1 service calls. No liability for damages arising from disclosure of a non-published telephone number shall attach to the Company.

Any party residing within the 9-1-1 service serving areas forfeits the privacy afforded by non-published telephone numbers to the extent that the Customer's name, telephone number and address associated with the originating station location are furnished to the PSAP.

Because the Company's serving boundaries and political subdivision boundaries may not coincide, the PSAP must make arrangements to handle all calls received on its 9-1-1 service lines that originate from all telephones served by the central office within the 9-1-1 service area, whether or not the calling telephone is situated within the geographical boundaries of the county's public safety jurisdiction.

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1.18 Emergency Telephone Number Service (9-1-1) (cont'd)

1.18.1 Conditions of Furnishing Service

Provision of this service is limited to the use of central office number 9-1-1 as the universal emergency number and once 9-1-1 service has been established in any given area, whether consisting of one or of a combination or more than one participating local government authority, no other 9-1-1 service will be provided within such area.

The 9-1-1 emergency number is not intended to replace the telephone service of the various public safety agencies which may participate in the use of this number.

9-1-1 service is provided solely for the benefit of the local governmental unit; the provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any Company obligation toward, or any of action on behalf of, any third person or other legal entity.

The Company and its officers, directors, employees and agents are not liable in damages in civil action for injuries, death, or loss to persons or property incurred by any person resulting from the Company, its officers, directors, employees, or agents participating in acts or omissions in connection with such participation in a 9-1-1 system.

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1.18 <u>Emergency Telephone Number Service (9-1-1)</u> (cont'd)

1.18.2 Features

Automatic Location Identification (ALI) The Company will supply the data necessary for the PSAP to determine a calling party's ALI.

Automatic Number Identification (ANI) A feature by which the calling party's telephone number is forwarded to the E9-1-1 control office and to the PSAP's display and transfer units. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the mail location.

1.18.3 Rates and Charges

9-1-1 Service is provided to Customers who subscribe to the Company's local digital service. The range for this rate is below.

Minimum	Maximum
\$.05	\$.30

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2 <u>Service Descriptions and Rates</u>

- 2.1 <u>General</u>
- A Global Crossing Local Services, Inc.'s local service provides Customer with a connection to the Company's facilities that enable the Customer to:
 - (i) receive calls from other stations on the public switched telephone network;
 - (ii) place calls to other stations on the public switched telephone network;
 - (iii) access the Company's operators and business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 9-1-1 services for emergency calling; access Telephone Relay Service; and
 - (iv) access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and/or intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (10XXX).
- B Blockage of calls to information service providers (e.g. 900/976) and toll restriction blocking will be available at the Customer's request on a per line basis. The Customer may have the blocking removed pursuant to FCC rule 64.1508.

As Approved in Case No. 99- -TP-CAN Order Issued:

2.2 Serving Area

A Global Crossing Local Services, Inc. will provide service in all or portions of the following counties:

Butler	Franklin	Preble
Brown	Geauga	Stark
Carroll	Hamilton	Summit
Clark	Lake	Tuscarawas
Clermont	Licking	Union
Columbiana	Madison	Warren
Cuyahoga	Mahoning	Wayne
Delaware	Pickaway	
Fairfield	Portage	

B Service is provided in the following exchanges:

Akron	Groveport	Navarre
Alliance	Hamilton	New Albany
Alton	Harrisburg	Newtonsville
Atwater	Harrison	North Canton
Bedford	Hartville	North Royalton
Berea	Hillcrest	Olmsted Falls
Bethany	Hilliard	Painesville
Bethel	Independence	Ravenna
Brecksville	Kent	Reily
Canal Fulton	Kirtland	Reynoldsberg
Canal Winchester	Lancaster	Rootstown
Canton	Leroy	Sebring
Carroll	Little Miami	Seven Mile
Chagrin Falls	Lockbourne	Shandon
Chesterland	London	Strongsville
Cincinnati	Louisville	Terrace
Clermont	Magnolia-Waynesburg	Trinity
Cleveland	Manchester	Uniontown
Columbus	Mantua	Victory
Dalton	Marlboro	West Jefferson
Dublin	Massillon	Wickliffe
Gahanna	Mentor	Williamsburg
Gates Mills	Mogadore	Willoughby
Greensburg	Montrose	Worthington
Grove City		

This tariff is only effective in those areas where the Company has an approved interconnection agreement with the incumbent local exchange carrier in that area.

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		Manager, State Regulatory Group	
		1221 Nicollet Mall, Suite 300	
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2.2 <u>Calling Areas – Cleveland serving area</u>

Following is the list of exchanges from which the Company originates service in the Cleveland metro area:

Bedford, Berea, Brecksville, Chagrin Falls, Chesterland, Cleveland, Gates Mills, Hillcrest, Independence, Kirtland, Leroy, Mentor, Montrose, North Royalton, Olmsted Falls, Painesville, Strongsville, Terrace, Victory, Wickliffe and Willoughby.

Customers in the above originating exchanges may call any of the following exchanges without incurring a charge:

Amherst, Ashtabula, Aurora, Austinburg, Avon, Avon Lake, Bainbridge, Bedford, Berea, Birmingham, Brecksville, Burton, Chagrin Falls, Chardon, Chesterland, Cleveland, Cole Brook, Columbia Station, Conneaut, Dorset, East Claridon, Elyria, Gates Mills, Geneva, Grafton, Hillcrest, Hinckley, Huntsburg, Independence, Kingsville, Kirtland, Leroy, Lorain, Madison, Mentor, Mesopotamia, Middlefield, Montrose, Montville, Newbury, North Bloomfield, North Eaton, North Royalton, Northfield, Oberlin, Olmsted Falls, Orwell, Painesville, Parkman, Perry, Pierpont, Richfield, Rock Creek, Russell, Strongsville, Terrace, Thompson, Trinity, Trumbull, Twinsburg, Vermilion, Victory, Wakeman, Wellington, Wickliffe, Willoughby and Windsor.

(Reserved)

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(Reserved)

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(Reserved)

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2.2 <u>Calling Areas - Columbus serving area</u>

Following is the list of exchanges from which the Company originates service in the Columbus metro area:

Alton, Carroll, Canal Winchester, Columbus, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lancaster, Lockbourne, London, New Albany, Reynoldsberg, Westerville, West Jefferson, Worthington.

Customers in the above originating exchanges may call any of the following exchanges without incurring a charge:

Alton, Ashville, Canal Winchester, Carroll, Circleville, Columbus, Delaware, Dublin, Gahanna, Groveport, Grove City, Harrisburg, Hilliard, Kilbourne, Lancaster, Lockbourne, London, New Albany, Pataskala, Plain City, Rathbone, Resaca, Reynoldsberg, Sunbury, West Jefferson, Westerville, Worthington.

As Approved in Case No. 99- -TP-CAN Order Issued:

2.2 Calling Areas - Akron serving area

Following is the list of exchanges from which the Company originates service in the Akron metro area:

Akron, Alliance, Atwater, Canal Fulton, Canton, Dalton, Greensburg, Hartville, Kent, Louisville, Magnolia-Waynesburg, Manchester, Mantua, Marlboro, Massilon, Mogadore, Navarre, North Canton, Ravenna, Rootstown, Sebring, Uniontown.

Customers in the above originating exchanges may call any of the following exchanges without incurring a charge:

Akron, Alliance, Atwater, Beach City, Bolivar, Brewster, Canal Fulton, Canton, Dalton, Dellroy, Doylestown, Greensburg, Hartville, Hudson, Kent, Louisville, Magnolia-Waynesburg, Malvern, Manchester, Mantua, Marlboro, Massilon, Mineral City, Minerva, Mogadore, Montrose, Navarre, North Canton, Paris, Peninsula, Ravenna, Richfield, Rootstown, Sebring, Sharon Center, Uniontown, Wadsworth.

As Approved in Case No. 99- -TP-CAN Order Issued:

2.2 <u>Calling Areas - Cincinnati serving area</u>

Following is the list of exchanges from which the Company originates service in the Cincinnati metro area:

Bethany, Bethel, Cincinnati, Clermont, Hamilton, Harrison, Little Miami, Newtonsville, Reily, Seven Mile, Shandon, Williamsburg.

The above exchanges also constitute the local calling area for Cincinnati customers.

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2.3A Local Digital Service

2.3A.1 Description

The Company's local digital service is provided over T-1 carriers (24 channels) to business customers with a minimum of ten lines. Lines may be configured on a two-way, DID, DOD, or DIOD basis (see descriptions below). Service is activated upon purchase of overlaying digital service. An initial ten channels are provided upon purchase of service. Additional channels may be purchased one channel (trunk) at a time. The Company's local digital service is available within the Company's designated serving area within Ameritech's territory. Term plans are available.

2.3A.2 Rates

	Non-Recurring Charge	Min.	Max.
•		\$50.00	\$250.00

Monthly Recurring Charge (includes 10 channels [trunks])

	Min.	Max.
Month to Month	\$160.00	\$560.00
One Year	\$150.00	\$550.00
Two Year	\$140.00	\$540.00
Three Year	\$130.00	\$530.00
Measured (per call)		
local usage	\$.01	\$.10

2 <u>Service Description and Rates</u> (cont'd)

2.3B Local Digital Service - Option 2

2.3B.1 Description

The Company's local digital service is provided over T-1 carriers (24 channels) to business customers. Lines may be configured on a two-way, DID, DOD, or DIOD basis (see descriptions on Original Page No. 62). Service is activated upon purchase of overlaying digital service.

2.3B.2 Rates

	Min.	Max.
Port (per channel): Non-Recurring Charge	\$10.00	\$60.00
Monthly Recurring Charge	\$15.00	\$38.00
Measured (per call) local usage: *	\$.01	\$.10
DID 20 Number Group		
Non-Recurring Charge	\$15.00	\$50.00
Monthly Recurring Charge	\$10.00	\$40.00
DID 100 Number Group, initial		
Non-Recurring Charge	\$60.00	\$200.00
Monthly Recurring Charge	\$40.00	\$160.00
Additional 100 Number Group, 200-400		
Non-Recurring Charge	\$50.00	\$200.00
Monthly Recurring Charge	\$30.00	\$120.00
Additional 100 Number Group, 500 +		
Non-Recurring Charge	\$10.00	\$50.00
Monthly Recurring Charge	\$10.00	\$40.00

* This charge applies in Ameritech service areas only (Akron, Cleveland and Columbus).

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2 <u>Service Description and Rates</u> (cont'd)

2.4 Additional Flat Rate Local Trunks

- 2.4.1 Description
- A Local trunks are offered on a Direct Inward Dial (DID), Direct Outward Dial (DOD), DIOD, and Two-Way basis. DID is a service attribute that routes incoming calls directly to stations, by-passing a central answer point. DOD is a service attribute that allows individual station users to access and dial outside numbers directly. DIOD is both DID and DOD. Two-way service includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.
- 2.4.2 Rates

Non-Recurring Charge:	Min. \$10.00	Max. \$50.00
Monthly Recurring Charge:	\$5.00	\$25.00

- 2.5 <u>T-1s</u>
 - 2.5.1 Description
 - A The T-1 is a twenty-four (24) channel circuit over which the Company's digital service is provided
 - 2.5.2 <u>Rates</u>

Pass through of costs to FLSI by the underlying carrier.

2 Rates (cont'd)

2.6 Integrated T-1s

2.6.1 Description

A T-1 may be integrated, allowing it to carry both local and dedicated intrastate interexchange services.

2.6.2 <u>Rates</u>

	Min.	Max.
Integrated T-1 Monthly Recurring Charge:	\$100.00	\$400.00

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- 2 Service Description and Rates (cont'd)
 - 2.7 <u>DID Numbers</u>

2.7.1 Description

DID numbers are provided in blocks of twenty (20) or one hundred (100).

2.7.2 <u>Rates</u>

	Min.	Max.
Non-Recurring Charge:	\$5.00	\$25.00
Monthly Recurring Charge:		
Per 20 numbers	\$1.00	\$5.00
Per 100 numbers	\$5.00	\$25.00

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2 <u>Rates</u>

2.8 Directory Listings

2.8.1 <u>Description</u>

Directory listings will be provided in accordance with Section 1.6 of this tariff. The following types of listings are available:

- (i) Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;
- (ii) Additional Listings. Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;
- (iii) Non-Published Listings. Non-published listings are not printed in directories nor are they available from directory assistance. Non-published listings are subject to the provisions set forth in Sections 1.2 and 1.6;
- (iv) Non-Listed Numbers. Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listings are available from directory assistance;
- (v) Foreign Listings. A foreign listing is one which is published in a directory not in the Customer's immediate calling area;
- (vi) Extra Line Listings. Provides additional information after a main or additional listings.
- (vii) Cross Reference Listing. This provides a reference to another listing in the same directory.

2.8.2 <u>Rates</u>

	Non-Recurring Charge		Monthly Recurring Charge	
	Min.	Max.	Min.	Max
Primary Listing	n/c	n/c	n/c	n/c
Additional Listing	\$5.00	\$15.00	\$.95	\$4.00
Non-Published Listing	\$5.00	\$15.00	\$.95	\$4.00
Non-Listed Number	\$5.00	\$15.00	\$.95	\$4.00
Foreign Listing	\$5.00	\$15.00	\$.95	\$4.00
Extra Line Listing	\$5.00	\$15.00	\$.95	\$4.00
Cross Reference Listing	\$5.00	\$15.00	\$.95	\$4.00

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- 2 Service Description and Rates (cont'd)
 - 2.9 Directory Assistance
 - 2.9.1 Description
 - A The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A maximum of two number requests per call will be allowed.
 - B The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.
 - 2.9.2 <u>Rates</u>

A For all calls to directory assistance, the following charge will apply:

Min.	Max.
\$.20	\$.40

For all requests for Directory Assistance Call Completion, the following additional charge will apply:

Min.	Max.
\$.20	\$.40

- 2.9.3 Directory Assistance Credits
- A Credit will be given for calls to Directory Assistance as follows:
- (i) The Customer experiences poor transmission or is cut-off during the call; or
- (ii) The Customer is given the incorrect telephone number.
- B To obtain credit, the Customer must contact its Customer Service representative.

2 <u>Service Description and Rates</u> (cont'd)

- 2.10 Operator Services
 - 2.10.1 General
 - A The Customer has the option of contacting the incumbent local exchange company_operator for general information, such as dialing instructions, country or city codes, area code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:
 - (i) Third Party Billing. Provides the Customer with the ability to charge a local call to a third number that is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
 - (ii) Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
 - (iii) Busy Line Verification. Provides the Customer with the capability of verifying that a line they are attempting to dial is busy. May be followed by Busy Line Verification/Interrupt, where the busy line is then interrupted on behalf of the caller.
 - (iv) Person to Person. Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party;
 - (v) Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

2 <u>Service Description and Rates</u> (cont'd)

2.10 Operator Services (cont'd)

2.10.2 Rates

	Min.	Max.
 	Third Party	\$.75
\$2.75		
Collect Calls	\$.75	\$2.75
Person to Person	\$1.25	\$5.25
Station to Station	\$.75	\$2.75
Busy Line Verification	\$.50	\$2.00
Busy Line Verification/Interrupt	\$1.00	\$3.00

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- 2 <u>Service Description and Rates (cont'd)</u>
 - 2.11 IntraLATA Presubscription
 - 2.11.1 General
 - IntraLATA presubscription is a procedure whereby a subscriber designates to the Company the carrier that the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA carrier on a per call basis.

2.11.2 IntraLATA Presubscription Offerings

Option A: Subscriber may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription;

Option B: Subscriber may select his/her interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;

Option C: Subscriber may select a carrier other than the Company for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;

Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

2.11.3 Rules and Regulations

- A Subscribers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.
- B Subscribers of record or new subscribers may select any one of Options A,B, C, or D for intraLATA presubscription.
- C Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to the charges specified in Paragraph 2.11.5 below.

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2 <u>Service Description and Rates</u> (cont'd)

2.11 IntraLATA Presubscription (cont'd)

2.11.4 Procedures

- A New subscribers will be asked to select an intraLATA toll carrier at the time the subscriber places an order to establish local exchange service with the Company. The Company will process the subscriber's order for intraLATA service. The selected carrier will confirm its respective subscriber's verbal selection by third party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscription shall be provided free of charge.
- B If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, the Company will read a random listing of all available intraLATA carriers to aid the subscriber's selection. If the subscriber is still not able to make a selection, the Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Company of an intraLATA toll carrier presubscription selection, free of charge. Until the subscriber informs the Company of his/her choice for intraLATA toll carrier, the subscriber will not have a presubscribed intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Company of a choice of intraLATA toll presubscription within the 90-day period will not be assessed a charge for the initial subscriber request.
- C Subscribers of record may initiate an intraLATA presubscription change at any time, subject to the charges specified in 2.11.5 below. If a customer of record requests from the Company a listing of the carriers available for intraLATA toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the subscriber's selection.

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- 2 <u>Service Description and Rates</u> (cont'd)
 - 2.11 IntraLATA Presubscription (cont'd)
 - 2.11.5 IntraLATA Presubcription Charges
 - A Application of Charges

After a subscriber's initial selection of a presubscribed intraLATA toll carrier, and as detailed in Paragraph 2.11.4 above, an intraLATA Presubscription Change Charge, as set forth in Paragraph 2.11.5 B will apply to subsequent changes of intraLATA carriers.

- B Non Recurring Charges
 - (1) IntraLATA Presubscription Change Charge

Per business or residence line, trunk or port:

 Initial line, trunk or port	\$5.00
 Additional lines, trunks or ports	\$1.50

2.12 InterLATA Presubscription

A Customer may presubscribe to the interLATA carrier of their choice for interLATA toll calls. The Company's interLATA carrier change charge, as found in its F.C.C. Tariff No. 1, applies: \$10.00

If both the intraLATA and interLATA carriers are changed concurrently, then only the F.C.C. Tariff No. 1 charge will apply.

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- 2 <u>Service Description and Rates</u> (cont'd)
 - 2.13 Intercept Service
 - 2.13.1 General
 - <u>A</u> <u>Intercept service will be placed on a line at Customer's request redirecting</u> <u>calls to an alternate phone number</u>. Service is provided at no charge and is limited to ninety days.

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3 <u>Carrier to Carrier Services</u>

- 3.1 <u>Services for Resale</u>
- A The Company's services described in Section 2 of this tariff are available for purchase by any LEC certified by the Public Utilities Commission of Ohio at the terms, conditions and rates found in this tariff and accompanying price list. There are no prohibitions or limitations on the resale of services.

As Approved in Case No. 99- -TP-CAN

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1.0 Rates and Charges

1.1 Local Digital Service - Akron, Cleveland and Columbus

Non-Recurring Charge:	\$130.00
Monthly Recurring Charg	ge:
Month to Month	\$360.00
One Year	\$350.00
Two Year	\$340.00
Three Year	\$330.00
Measured Local U	Jsage: \$.05 per call

1.2 Additional Flat Rate Local Trunks - Akron, Cleveland and Columbus

Non-Recurring Charge: \$30.00 Monthly Recurring Charge: \$15.00

1.3 <u>T-1</u>

Pass through of costs from underlying carrier.

1.4 Integrated T-1 - Akron, Cleveland and Columbus

Monthly Recurring Charge: \$250.00

1.5 DID Numbers - Akron, Cleveland and Columbus

Non-Recurring Charge:\$20.00Monthly Recurring Chargeper 20 numbers:Monthly Recurring Charge\$3.00Monthly Recurring Charge\$15.00

1.6 Insufficient Check Charge

\$15.00

As Approved in Case No. 99- -TP-ACN

Catherine Murray Manager, State Regulatory Group 1221 Nicollet Mall, Suite 300 Minneapolis, MN 55403

1.0 Rates and Charges (cont'd) 1.7 **Directory Listings** The Primary Listing is provided at no charge. In Akron, Cleveland and Columbus, the following listings all have the same prices: Additional Listing, Non-Published Listing, Non-Listed Number, Foreign Listing, Extra Line Listing, Cross Reference Listing Non-Recurring Charge: \$10.00 Monthly Recurring Charge: \$1.95 In Cincinnati, the following charges apply: Non-Recurring Description Monthly Recurring Additional \$11.85 \$2.85 Cross Reference \$1.40 \$11.85 Extra Line \$1.40 \$11.85 Foreign \$11.85 \$2.90 Non-Published \$1.90 \$11.85 1.8 Directory Assistance Akron, Cleveland, Columbus: \$.30 per usage Cincinnati Bell: \$.35 per usage 1.9 **Directory Assistance Call Completion** Akron, Cleveland and Columbus: \$.30 per usage Cincinnati: \$.40 per usage

As Approved in Case No. 99- -TP-ACN

Catherine Murray Manager, State Regulatory Group 1221 Nicollet Mall, Suite 300 Minneapolis, MN 55403

1.0 <u>Rates and Charges</u> (cont'd)

1.10 Operator Services

Amounts are a surcharge, in addition to any usage amounts billed.

	• •		
	Akron,	Cincinnati	Per minute charge
	Cleveland, Columbus		(Cincinnati only)
Third Party	\$1.10	\$1.00	\$.22
Collect Calls	\$1.65	\$3.00	\$.22
Person to Person	\$3.00	\$1.00	\$.22
Station to Station	\$1.65	\$1.00	\$.22
Busy Line Verification	\$2.00	\$.60	
Busy Line Verification w/Inter	rupt \$3.00	\$1.15	

1.11 Presubscription

A IntraLATA Presubscribed Carrier change charge

Initial line, trunk or port	\$5.00
Additional lines, trunks or ports	\$1.50

B InterLATA Presubscribed Carrier change charge

\$10.00 per line, per occurence

- C If both the intra and interLATA carrier(s) are changed simultaneously, the interLATA change charge applies.
- 1.12 (Reserved for future use)
- 1.13 <u>E 9-1-1 Charge</u>

\$.12

1.0 Rates and Charges

1.14 Local Digital Service - Option 2

Port (per channel) - Akron, Clevela	and and Columbus				
Non-Recurring Charge	\$25.00				
Monthly Recurring Charge	\$19.00				
Port (per channel) - Cincinnati					
Non-Recurring Charge	\$20.00				
Monthly Recurring Charge	\$24.00				
DID 20 Number Group					
Non-Recurring Charge	\$ 30.00				
Monthly Recurring Charge	\$ 20.00				
DID 100 Number Group, initial					
Non-Recurring Charge	\$120.00				
Monthly Recurring Charge	\$ 80.00				
Additional 100 Number Group, 200-400					
Non-Recurring Charge	\$100.00				
Monthly Recurring Charge	\$ 60.00				
Additional 100 Number Group, 50	0 + 0				
Non-Recurring Charge	\$25.00				
Monthly Recurring Charge	\$15.00				
Measured Local Usage	\$.05 per call				
(Applies in Akron, Cleveland and Columbus only)					

Order Issued:

Catherine Murray Manager, State Regulatory Group 1221 Nicollet Mall, Suite 300 Minneapolis, MN 55403

1.0 Rates and Charges

1.1 Local Digital Service - Akron, Cleveland and Columbus

Non-Recurring Charge:	\$130.00
Monthly Recurring Charg	ge:
Month to Month	\$360.00
One Year	\$350.00
Two Year	\$340.00
Three Year	\$330.00
Measured Local U	Jsage: \$.05 per call

1.2 Additional Flat Rate Local Trunks - Akron, Cleveland and Columbus

Non-Recurring Charge:\$30.00Monthly Recurring Charge:\$15.00

1.3 <u>T-1</u>

Pass through of costs from underlying carrier.

1.4 Integrated T-1 - Akron, Cleveland and Columbus

Monthly Recurring Charge: \$250.00

1.5 DID Numbers - Akron, Cleveland and Columbus

Non-Recurring Charge:\$20.00Monthly Recurring Charge\$3.00Monthly Recurring Charge\$15.00

1.6 Insufficient Check Charge

\$15.00

As Approved in Case No. 99- -TP-ACN

Catherine Murray Manager, State Regulatory Group 1221 Nicollet Mall, Suite 300 Minneapolis, MN 55403

1.0

Rates and Charges (cont'd) 1.7 **Directory** Listings The Primary Listing is provided at no charge. In Akron, Cleveland and Columbus, the following listings all have the same prices: Additional Listing, Non-Published Listing, Non-Listed Number, Foreign Listing, Extra Line Listing, Cross Reference Listing Non-Recurring Charge: \$10.00 Monthly Recurring Charge: \$1.95 In Cincinnati, the following charges apply: Non-Recurring Monthly Recurring Description Additional \$11.85 \$2.85 Cross Reference \$11.85 \$1.40 Extra Line \$11.85 \$1.40 Foreign \$11.85 \$2.90 Non-Published \$11.85 \$1.90 1.8 Directory Assistance Akron, Cleveland, Columbus: \$.30 per usage Cincinnati Bell: \$.35 per usage 1.9 Directory Assistance Call Completion Akron, Cleveland and Columbus: \$.30 per usage

Cincinnati: \$.40 per usage

As Approved in Case No. 99- -TP-ACN

Catherine Murray Manager, State Regulatory Group 1221 Nicollet Mall, Suite 300 Minneapolis, MN 55403

1.0 <u>Rates and Charges</u> (cont'd)

1.10 Operator Services

Amounts are a surcharge, in addition to any usage amounts billed.

	Akron,	Cincinnati	Per minute charge
	Cleveland, Columbus		(Cincinnati only)
Third Party	\$1.10	\$1.00	\$.22
Collect Calls	\$1.65	\$3.00	\$.22
Person to Person	\$3.00	\$1.00	\$.22
Station to Station	\$1.65	\$1.00	\$.22
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- 1.13 <u>E 9-1-1 Charge</u>

\$.12

1.0 Rates and Charges

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Port (per channel) - Akron, Cleveland and Columbus				
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Monthly Recurring Charge	\$ 20.00			
DID 100 Number Group, initial				
Non-Recurring Charge	\$120.00			
Monthly Recurring Charge	\$ 80.00			
Additional 100 Number Group, 200	-400			
Non-Recurring Charge	\$100.00			
Monthly Recurring Charge	\$ 60.00			
Additional 100 Number Group, 500	<u>) +</u>			
Non-Recurring Charge	\$25.00			
Monthly Recurring Charge	\$15.00			
Measured Local Usage	\$.05 per call			
(Applies in Akron, Cleveland and Columbus only)				

Catherine Murray Manager, State Regulatory Group 1221 Nicollet Mall, Suite 300 Minneapolis, MN 55403

GLOBAL CROSSINGS LOCAL SERVICES, INC.

EXHIBIT B

PROPOSED REVISED TARIFF PAGES

This P.U.C.O. Tariff No. 3, issued by Global Crossing Local Services, Inc., cancels and replaces the Global Crossing Local Services, Inc., P.U.C.O. Tariff No. 2 currently on file with the Commission.

RATES, TERMS AND CONDITIONS

RELATING TO THE PROVISION OF

LOCAL EXCHANGE SERVICES

IN THE STATE OF OHIO

This Tariff describes the Company's Regulated Local Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides Local regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

http://www.globalcrossing.com/tariffs/tariffs_intrastate.aspx

Issued: June 26, 2008

Issued by:

Diane L. Peters, Director Regulatory Affairs 1080 Pittsford-Victor Road Pittsford, New York 14534

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	24	Original	*	48	Original	*
1	Original	*	25	Original	*	49	Original	*
2	Original	*	26	Original	*	50	Original	*
3	Original	*	27	Original	*	51	Original	*
4	Original	*	28	Original	*	52	Original	*
5	Original	*	29	Original	*	53	Original	*
6	Original	*	30	Original	*	54	Original	*
7	Original	*	31	Original	*	55	Original	*
8	Original	*	32	Original	*	56	Original	*
9	Original	*	33	Original	*	57	Original	*
10	Original	*	34	Original	*	58	Original	*
11	Original	*	35	Original	*	59	Original	*
12	Original	*	36	Original	*	60	Original	*
13	Original	*	37	Original	*	61	Original	*
14	Original	*	38	Original	*	62	Original	*
15	Original	*	39	Original	*	63	Original	*
16	Original	*	40	Original	*	64	Original	*
17	Original	*	41	Original	*			
18	Original	*	42	Original	*			
19	Original	*	43	Original	*			
20	Original	*	44	Original	*			
21	Original	*	45	Original	*			
22	Original	*	46	Original	*			
23	Original	*	47	Original	*			

* - indicates those pages included with this filing

Issued: June 26, 2008

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Issued: June 26, 2008

APPLICATION OF TARIFF

This tariff filed by the Company describes the Regulated Local Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides Local regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901: 1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

http://www.globalcrossing.com/tariffs/tariffs_intrastate.aspx

Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

Issued: June 26, 2008

Issued by:

Diane L. Peters, Director Regulatory Affairs 1080 Pittsford-Victor Road Pittsford, New York 14534 Effective: June 30, 2008

OHi0801

EXPLANATION OF SYMBOLS

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

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

Issued: June 26, 2008

SECTION 1 - EXPLANATION OF TERMS

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

Agency: For 9-1-1 or E9-1-1 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

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

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

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

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

Central Office: An operating office of the Company where connections are made between telephone exchange lines.

Channel: A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single a physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

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

Issued: June 26, 2008

Issued by:

Diane L. Peters, Director Regulatory Affairs 1080 Pittsford-Victor Road Pittsford, New York 14534

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

Demarcation Point: The physical dividing point between the Company's network and the customer.

Digital: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

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

Emergency Service (Enhanced 9-1-1): Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary E9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E9-1-1 provider for display at the Public Safety Answering Point (PSAP).

E9-1-1 Service Area: The geographic area in which the government agency will respond to all E9-1-1 calls and dispatch appropriate emergency assistance.

E9-1-1 Customer: A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E9-1-1 service.

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

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

Exchange Access Line: A central office line furnished for direct or indirect access to the exchange system.

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

Flat Rate Service: The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified Calling Area.

Ground Start: Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

Interface: That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

Interruption: The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

Investigative Or Law Enforcement Officer: An officer of the United States, a state or a political subdivision of the United States or a state, or a University of Ohio peace officer, which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

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.

Issued: June 26, 2008

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Diane L. Peters, Director Regulatory Affairs 1080 Pittsford-Victor Road Pittsford, New York 14534

Local Call: A call which, if placed by a customer over the facilities of the Company, is not rated as a long distance call.

Local Calling Area: The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge. The Company's local calling area will encompass at least that established by the incumbent local exchange company.

Local Exchange Carrier: A company that furnishes exchange telephone service.

Local Service: Telephone exchange service within a local calling area.

Loop Start: Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

Loops: Segments of a line which extend from the serving central office to the originating and to the terminating point.

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

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

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

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

Service Commencement Date: The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order 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 written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Serving Central Office: The central office from which local service is furnished.

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

T-1 System: A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

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

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

Termination Of Service: Discontinuance of both incoming and outgoing service.

Toll Blocking: Allows end users to block, with exceptions, direct-dialed long distance calls from their telephones. Incoming calls, third party calls and calling card calls (where billing system permits) are not affected.

Toll Call: Any call extending beyond the local calling area of the originating caller which is rated on a toll schedule by the Company.

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

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

- **2.1.1** The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein.
- **2.1.2** The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity. Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers.
- **2.1.3** The Company will provide a toll-free number giving Customers access to service personnel during regular business hours.
- **2.1.4** The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

2.2 Terms and Conditions

- 2.2.1 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will be required to execute any other documents as may be reasonably requested by the Company.
- **2.2.2** Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Customer. 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.
- **2.2.3** This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
- **2.2.4** Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

Issued: June 26, 2008

SECTION 2 - REGULATIONS (CONT'D)

2.2 Terms and Conditions (Cont'd)

- **2.2.5** The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to paragraph 2.2.6 below.
- **2.2.6** The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- **2.2.7** 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.
- **2.2.8** The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- **2.2.9** In response to a subpeona or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.
- **2.2.10** Customer shall not connect any equipment to the Company's network or lines, except with at least ten (10) days prior written notice to the Company.

Issued: June 26, 2008

Effective: June 30, 2008

Issued by:

SECTION 2 - REGULATIONS (CONT'D)

2.3 Notification of Service Affecting Activities

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

Issued: June 26, 2008

Issued by:

Diane L. Peters, Director Regulatory Affairs 1080 Pittsford-Victor Road Pittsford, New York 14534

SECTION 2 - REGULATIONS (CONT'D)

2.4 **Provision of Equipment and Facilities**

- 2.4.1 The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and any liability of the Company will be limited by Section 2.5 of this tariff.
- 2.4.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not 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. The Customer may not 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.
- **2.4.3** 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 the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.4.4 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 the Company provided it. Customer shall not connect any equipment to the telecommunication system owned or managed by the Company except upon ten (10) days' prior written notice to the Company. Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

Issued: June 26, 2008

Issued by:

Diane L. Peters, Director Regulatory Affairs 1080 Pittsford-Victor Road Pittsford, New York 14534

2.4 Provision of Equipment and Facilities (Cont'd)

- 2.4.5 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. Beyond this responsibility, the Company shall not be responsible for:
 - (A) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
 - (B) the reception of signals by Customer provided equipment; or
 - (C) network control signaling where such signaling is performed by Customer provided network control signaling equipment.
- 2.4.6 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.

Issued: June 26, 2008

Issued by:

Diane L. Peters, Director Regulatory Affairs 1080 Pittsford-Victor Road Pittsford, New York 14534

2.5 Liability of the Company

- 2.5.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these services or damages 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 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- **2.5.2** The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of the Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.7.2, the Company's liability, if any, shall be limited as provided herein.

2.5 Liability of the Company (Cont'd)

- **2.5.3** The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
 - (A) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication; or
 - (B) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - (C) claims for loss of profit; or
 - (D) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.
- 2.5.4 The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commissions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's control.

Issued: June 26, 2008

Issued by:

Diane L. Peters, Director Regulatory Affairs 1080 Pittsford-Victor Road Pittsford, New York 14534 Effective: June 30, 2008

OHi0801

2.5 Liability of the Company (Cont'd)

- The Company shall not be liable for the Customer's failure to fulfill its obligations to 2.5.5 take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights- of -way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.4 and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.
- **2.5.6** 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.

Issued: June 26, 2008

2.5 Liability of the Company (Cont'd)

2.5.7 With Respect to Emergency Number 9-1-1 Service

(A) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

2.5.8 With Respect to Directory Listings

- (A) In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- (B) In the event a Customer's listing in the white pages directory is omitted or the phone number is listed incorrectly, the Company shall issue the Customer a credit for the equivalent of not less than three months local service charges. Such credit shall not apply in cases where the Customer has provided such listing information after the deadline for directory publication. The Customer shall be given the option of taking the credit or pursuing other remedies.

Issued: June 26, 2008

2.5 Liability of the Company (Cont'd)

2.5.8 With Respect to Directory Listings (Cont'd)

- (C) Credit limitation: The total amount of the credit provided for the preceding paragraphs (A) and (B) shall not exceed, on a monthly basis the total of the charges for each charge listing as specified in paragraph (ii), for the line or lines in question.
- (D) Definitions: As used in paragraphs (A), (B) and (C) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or a community different from the one provided to the Company.
- (E) Notice: Such allowances or credits as specified in paragraphs (A) and (B) above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

2.5.9 With Respect to Caller ID Blocking

Unless otherwise determined by the Commission, the Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omissions of Caller ID Blocking, whether or not arising from or relating to any ordinary negligence by the Company.

2.6 Directory Listings

- 2.6.1 The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 2.5.8 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- **2.6.2** When a Customer with a non-published telephone number, as defined herein, places a call to Emergency 9-1-1 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 9-1-1 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
- **2.6.3** In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of such telephone number, but will not be liable should such number be divulged.
- **2.6.4** The Company shall not be liable for any act or omission concerning the implementation of presubscription as defined herein.

2.7 Interruptions in Service

An interruption is deemed to have occurred when a Company's facility or system is inoperative. If a Customer reports a facility, service or circuit to be inoperative, but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.7.1 Temporary Suspension for Repairs

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

2.7.2 Credit Allowance for Interruptions

- (A) Interruptions of twenty-four (24) hours but less than forty-eight (48) hours, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer at the pro rata portion of the monthly charge(s) for any and all basic and regulated local services rendered inoperative during the interruption. Interruptions of forty-eight (48) but less than seventy-two (72) hours will be credited for one third of one month's charges for any basic and regulated local services rendered inoperative. Interruptions of seventy-two (72) but less than ninety-six (96) hours will be credited one month's charges for any basic and regulated local services rendered inoperative. Credit is not allowed for interruptions to service of less than twenty-four (24) hours.
- **B.** For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges specified thereunder for local line or local trunk service and is dependent upon the length of interruption.

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2.7 Interruptions in Service (Cont'd)

2.7.3 Limitations on Credit Allowances

- A. No credit allowances will be made for:
 - (1) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer;
 - (2) interruptions which are restored on or before the day after the interruption is reported or discovered by the Company;
 - (3) interruptions due to the negligence of any person other than the Company, but not limited to the Customer or other common carriers connected to the Company's network.

Issued: June 26, 2008

Issued by:

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2.8 Ownership of Facilities

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

Issued: June 26, 2008

Issued by:

Diane L. Peters, Director Regulatory Affairs 1080 Pittsford-Victor Road Pittsford, New York 14534

Effective: June 30, 2008

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2.9 Obligations of the Customer

- **2.9.1** 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. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
 - (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-ofway and conduit necessary for installation of the Company's facilities and associated equipment used to provide Local Exchange Services to the Customer from the cable building entrance of property line to the location of the equipment space described above. Any 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 may be 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.

Issued: June 26, 2008

Issued by:

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2.9 Obligations of the Customer (Cont'd)

- **2.9.1** The Customer shall be responsible for (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 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 granting or obtaining permission for which the Customer is responsible under this section; and granting or obtaining permission for Company agents or employees installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
 - (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.
 - (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

Issued: June 26, 2008

Issued by:

2.9 Obligations of the Customer (Cont'd)

2.9.2 Claims

- (A) With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:
 - (1) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
 - (2) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

Issued: June 26, 2008

2.9 Obligations of the Customer (Cont'd)

2.9.3 Station Equipment

- (A) The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 2.7.2 is not applicable.
- (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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

Issued: June 26, 2008

Issued by:

2.9 Obligations of the Customer (Cont'd)

2.9.4 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or the equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.
- (B) Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers which 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.

Issued: June 26, 2008

2.9 Obligations of the Customer (Cont'd)

2.9.5 Inspections

- (A) Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.10.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will allowed for any interruptions occurring during such inspections.
- (B) If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

Issued: June 26, 2008

2.10 Payment Arrangements

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Authorized Users. Objections must be received by the Company within a reasonable amount period of time after receipt of bill, or all the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges of the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specified, those charges may be passed on to the customer.

2.10.1 Taxes

The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of local exchange service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

Issued: June 26, 2008

2.10 Payment Arrangements (Cont'd)

2.10.2 Advance Payments and Deposits

- (A) Applicants for service or existing Customers whose financial condition is not acceptable under the rules of the Public Utilities Commission of Ohio may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- (B) The deposit will not exceed an amount equal to:
 - (1) two month's average monthly bill for all local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges; or
 - (2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at nay time. Also, the Company reserves the right to cease accepting and processing service orders after it has requested a security deposit and prior to the Customer's compliance with this request.

Issued: June 26, 2008

Effective: June 30, 2008

Issued by:

2.10 Payment Arrangements (Cont'd)

2.10.3 Refund of Deposits

- (A) A deposit will be refunded to a customer after twelve consecutive months of prompt payments of telephone service invoices. The Company may at its option either credit the amount on the Customer's bill or refund the deposit by direct payment.
- (B) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.10.4 Interest to Be Paid on Deposits

- (A) Interest will be paid on in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:
 - (1) by credit to the customer's account once annually;
 - (2) by payment to the Customer upon request, once annually;
 - (3) by adding accrued interest to the amount of the deposit when refunded to the customer;
 - (4) by applying interest to any unpaid bill of the Customer upon termination of service with the Company.

2.10 Payment Arrangements (Cont'd)

2.10.5 Bills and Collection of Charges

- (A) Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
- (B) All service, installation, monthly recurring charges and non-recurring charges are due and payable no sooner than 14 days from the date of the postmark on the bill.
- (C) The Company shall present bills for recurring charges monthly to the Customer, in advance of the month which service is provided.

Issued: June 26, 2008

2.10 Payment Arrangements (Cont'd)

2.10.5 Bills and Collection of Charges (Cont'd)

- (D) For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (E) Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.
- (F) A charge will be assessed for checks with insufficient funds or non-existing accounts. The price range for this charge is as follows:

<u>Minimum</u>	Maximum
\$5.00	\$20.00

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

Issued: June 26, 2008

2.10 Payment Arrangements (Cont'd)

2.10.6 Disputed Bills

- (A) The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- (B) The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- (C) The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.
- (D) If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Service Monitoring and Enforcement Department Public Utility Commission of Ohio 180 East Broad Street, Tenth Floor Columbus, Ohio 43215-3793 Toll Free Telephone: 800-686-7826 TTY Toll Free Telephone: 800-686-1570 From 8:00 AM to 5:30 PM (EST) weekdays or at www.PUCO.ohio.gov

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at:

Toll Free Telephone: 877-742-5622 From 8:00 AM to 5:00 PM (EST) weekdays or at <u>www.pickocc.org</u>

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2.11 Discontinuance of Service

2.11.1 Discontinuance of Service by the Company

- (A) The Company may discontinue or suspend service to Customer no sooner than 14 days after the due date of the bill and upon seven (7) days prior written notice without incurring any liability for the following reasons:
 - (1) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or
 - (2) Upon failure of the Customer to meet the deposit requirements set out in Section 2.9.3 of this tariff; or
 - (3) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
 - (4) Upon violation of any of the other materials terms or conditions for furnishing service; or
 - (5) Upon failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services.

Issued: June 26, 2008

2.11 Discontinuance of Service (Cont'd)

2.11.1 Discontinuance of Service by the Company (Cont'd)

- (B) The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:
 - (1) In the event of tampering with the Company's equipment, facilities or property in any way; or
 - (2) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or
 - (3) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others; or
 - (4) In the event the Company deems that such action is necessary to prevent or to protect against fraud.
- (C) The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time or up to discontinuance of service.
- (D) Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

Issued: June 26, 2008

2.11 Discontinuance of Service (Cont'd)

2.11.1 Discontinuance of Service by the Company (Cont'd)

- (E) For purposes of this section (2.11.1), all regulated telephone services provided by the Company shall be defined as local service.
- (F) The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards.
 - (1) Disconnection notices issued by the Company pursuant to Rule 4901:1-5;34(C)(3), O.A.C., must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's local obligation to provide "only local" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- (F) The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- (G) Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for non-regulated services.

Issued: June 26, 2008

Issued by:

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2.11 Discontinuance of Service (Cont'd)

2.11.2 Discontinuance of Toll Service (Generally)

- (A) In addition to enforcing, on its own behalf, the Company's own billing, credit/deposit and disconnection policies with respect to all regulated telephone services provided by the Company itself, the Company is not precluded from entering into formal contracts with other toll service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers.
- (B) Unless and until it has entered into a formal contract specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit and disconnection policies of any toll service provider.
- (C) In Case No. 95-790-TP-COI, the Public Utilities Commission of Ohio established a policy under which the procedural and substantive safeguards which are afforded to applicants for local exchange service and to subscribers of local exchange service under Chapter 4901:1-5, O.A.C., as pertains to billing, establishing credit/deposits, and to disconnection, shall also inure to applicants for toll services, regardless of whether such service is provided by a local exchange company or another toll service provider. 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 conform with this policy.

Issued: June 26, 2008

Issued by:

Diane L. Peters, Director Regulatory Affairs 1080 Pittsford-Victor Road Pittsford, New York 14534 Effective: June 30, 2008

OHi0801

2.11 Discontinuance of Service (Cont'd)

2.11.2 Discontinuance of Toll Service (Generally) (Cont'd)

- (D) When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes:
 - (1) must not function as a vehicle by which the (nonpaying) toll subscriber is denied access, through presubscription, to any other toll service provider besides the one whose provision of toll service has precipitated the toll disconnection;
 - (2) must be available from the Company, by tariff, on a nondiscriminatory basis to all toll service providers; and
 - (3) may consist of a selective toll blocking service.
- (E) Neither purchase of the toll service provider's accounts receivable by the Company, nor a requirement that the Company be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a nondiscriminatory basis to all toll service providers.

Issued: June 26, 2008

2.11 Discontinuance of Service (Cont'd)

2.11.3 Discontinuance of Service by Customer

- (A) If Customer cancels a service order or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.7), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.10.5, all costs, fees, and expenses incurred in connection with:
 - (1) all non-recurring charges reasonably expended by Company to establish service to Customer, plus
 - (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
 - (3) all recurring charges specified in the applicable service order tariff for the balance of the then current term.

Issued: June 26, 2008

2.11 Discontinuance of Service (Cont'd)

2.11.4 Cancellation of Application for Service

- (A) Where, prior to cancellation by Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (B) Applications for service may be cancelled prior to the start of service or prior to any special construction. No charges will be imposed except for those specified above.
- (C) The special charges described above will be calculated and applied on a case-bycase basis.

Issued: June 26, 2008

2.12 Restoration of Service

2.12.1 When Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

Issued: June 26, 2008

Issued by:

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2.13 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 (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

2.14 Notices and Communications

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

Issued: June 26, 2008

2.15 **Promotional Offers**

The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made and shall be conducted in accordance with the provisions of Case No. 95-845-TP-COI.

2.16 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customers in writing and on a non-discriminatory basis and filed with the Commission for approval.

2.17 Customer Service

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

Issued: June 26, 2008

2.18 Emergency Telephone Number Service (9-1-1)

Allows customers to reach appropriate emergency services including police, fire and hospital. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary E9-1-1 provider so that it reaches the correct emergency answering location. In addition, the Customer's address and telephone information will be provided to the primary E9-1-1 provider for display at the Public Safety Answering Point (PSAP).

The regulations in this section apply to both "Basic 9-1-1" and "Enhanced 9-1-1" service, hereinafter referred to as 9-1-1 service, in addition to regulations as specified in this tariff.

Information contained in the PSAP's data base management system will be maintained for 9-1-1 service and will be used exclusively for this purpose.

9-1-1 Service information consisting of the name, address and telephone number of customers who subscribe to non-published telephone service is confidential and the PSAP agency agrees to use such information only for the purpose of responding to emergency 9-1-1 service calls. No liability for damages arising from disclosure of a non-published telephone number shall attach to the Company.

Any party residing within the 9-1-1 service serving areas forfeits the privacy afforded by nonpublished telephone numbers to the extent that the Customer's name, telephone number and address associated with the originating station location are furnished to the PSAP.

Because the Company's serving boundaries and political subdivision boundaries may not coincide, the PSAP must make arrangements to handle all calls received on its 9-1-1 service lines that originate from all telephones served by the central office within the 9-1-1 service area, whether or not the calling telephone is situated within the geographical boundaries of the county's public safety jurisdiction.

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Issued by:

Diane L. Peters, Director Regulatory Affairs 1080 Pittsford-Victor Road Pittsford, New York 14534

2.18 Emergency Telephone Number Service (9-1-1) (Cont'd)

2.18.1 Conditions of Furnishing Service

Provision of this service is limited to the use of central office number 9-1-1 as the universal emergency number and once 9-1-1 service has been established in any given area, whether consisting of one or of a combination or more than one participating local government authority, no other 9-1-1 service will be provided within such area.

The 9-1-1 emergency number is not intended to replace the telephone service of the various public safety agencies which may participate in the use of this number.

9-1-1 service is provided solely for the benefit of the local governmental unit; the provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any Company obligation toward, or any of action on behalf of, any third person or other legal entity.

The Company and its officers, directors, employees and agents are not liable in damages in civil action for injuries, death, or loss to persons or property incurred by any person resulting from the Company, its officers, directors, employees, or agents participating in acts or omissions in connection with such participation in a 9-1-1 system.

Issued: June 26, 2008

2.18 Emergency Telephone Number Service (9-1-1) (Cont'd)

2.18.2 Features

Automatic Location Identification (ALI)

The Company will supply the data necessary for the PSAP to determine a calling party's ALI.

Automatic Number Identification (ANI)

A feature by which the calling party's telephone number is forwarded to the E9-1-1 control office and to the PSAP's display and transfer units. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the mail location.

2.18.3 Rates and Charges

9-1-1 Service is provided to Customers who subscribe to the Company's local digital service. The range for this rate is below.

<u>Minimum</u> \$0.05 Maximum \$0.30

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Issued by:

Diane L. Peters, Director Regulatory Affairs 1080 Pittsford-Victor Road Pittsford, New York 14534

3.1 General

- **3.1.1** Global Crossing Local Services, Inc.'s local service provides Customer with a connection to the Company's facilities that enable the Customer to:
 - (A) receive calls from other stations on the public switched telephone network;
 - (B) place calls to other stations on the public switched telephone network;
 - (C) access the Company's operators and business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 9-1-1 services for emergency calling; access Telephone Relay Service; and
 - (D) access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and/or intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (10XXX).
- **3.1.2** Blockage of calls to information service providers (e.g. 900/976) and toll restriction blocking will be available at the Customer's request on a per line basis. The Customer may have the blocking removed pursuant to FCC rule 64.1508.

Issued by:

3.2 Serving Area

3.2.1 Global Crossing Local Services, Inc. will provide service in all or portions of the following counties:

Butler	Franklin	Preble
Brown	Geauga	Stark
Carroll	Hamilton	Summit
Clark	Lake	Tuscarawas
Clermont	Licking	Union
Columbiana	Madison	Warren
Cuyahoga	Mahoning	Wayne
Delaware	Pickaway	5
Fairfield	Portage	

3.2.2 Service is provided in the following exchanges:

Akron Alliance Alton Atwater Bedford Berea Bethany Bethel Brecksville Canal Fulton Canal Winchester Canton Carroll Chagrin Falls Chesterland Cincinnati Clermont Cleveland Columbus Dalton Dublin	Groveport Hamilton Harrisburg Harrison Hartville Hillcrest Hilliard Independence Kent Kirtland Lancaster Leroy Little Miami Lockbourne London Louisville Magnolia-Waynesburg Manchester Mantua Marlboro Massillon	Navarre New Albany Newtonsville North Canton North Royalton Olmsted Falls Painesville Ravenna Reily Reynoldsberg Rootstown Sebring Seven Mile Shandon Strongsville Terrace Trinity Uniontown Victory West Jefferson Wickliffe
Gahanna Gataa Milla	Mentor	Williamsburg
Gates Mills	Mogadore	Willoughby
Greensburg	Montrose	Worthington
Grove City		

This tariff is only effective in those areas where the Company has an approved interconnection agreement with the incumbent local exchange carrier in that area.

Issued: June 26, 2008

Effective: June 30, 2008

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3.2 Serving Area (Cont'd)

3.2.3 Calling Areas

(A) Cleveland serving area

Following is the list of exchanges from which the Company originates service in the Cleveland metro area:

Bedford, Berea, Brecksville, Chagrin Falls, Chesterland, Cleveland, Gates Mills, Hillcrest, Independence, Kirtland, Leroy, Mentor, Montrose, North Royalton, Olmsted Falls, Painesville, Strongsville, Terrace, Victory, Wickliffe and Willoughby.

Customers in the above originating exchanges may call any of the following exchanges without incurring a charge:

Amherst, Ashtabula, Aurora, Austinburg, Avon, Avon Lake, Bainbridge, Bedford, Berea, Birmingham, Brecksville, Burton, Chagrin Falls, Chardon, Chesterland, Cleveland, Cole Brook, Columbia Station, Conneaut, Dorset, East Claridon, Elyria, Gates Mills, Geneva, Grafton, Hillcrest, Hinckley, Huntsburg, Independence, Kingsville, Kirtland, Leroy, Lorain, Madison, Mentor, Mesopotamia, Middlefield, Montrose, Montville, Newbury, North Bloomfield, North Eaton, North Royalton, Northfield, Oberlin, Olmsted Falls, Orwell, Painesville, Parkman, Perry, Pierpont, Richfield, Rock Creek, Russell, Strongsville, Terrace, Thompson, Trinity, Trumbull, Twinsburg, Vermilion, Victory, Wakeman, Wellington, Wickliffe, Willoughby and Windsor.

Issued: June 26, 2008

Issued by:

3.2 Serving Area (Cont'd)

3.2.3 Calling Areas (Cont'd)

(B) Columbus serving area

Following is the list of exchanges from which the Company originates service in the Columbus metro area:

Alton, Carroll, Canal Winchester, Columbus, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lancaster, Lockbourne, London, New Albany, Reynoldsberg, Westerville, West Jefferson, Worthington.

Customers in the above originating exchanges may call any of the following exchanges without incurring a charge:

Alton, Ashville, Canal Winchester, Carroll, Circleville, Columbus, Delaware, Dublin, Gahanna, Groveport, Grove City, Harrisburg, Hilliard, Kilbourne, Lancaster, Lockbourne, London, New Albany, Pataskala, Plain City, Rathbone, Resaca, Reynoldsberg, Sunbury, West Jefferson, Westerville, Worthington.

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Diane L. Peters, Director Regulatory Affairs 1080 Pittsford-Victor Road Pittsford, New York 14534

3.2 Serving Area (Cont'd)

3.2.3 Calling Areas (Cont'd)

(C) Akron serving area

Following is the list of exchanges from which the Company originates service in the Akron metro area:

Akron, Alliance, Atwater, Canal Fulton, Canton, Dalton, Greensburg, Hartville, Kent, Louisville, Magnolia-Waynesburg, Manchester, Mantua, Marlboro, Massilon, Mogadore, Navarre, North Canton, Ravenna, Rootstown, Sebring, Uniontown.

Customers in the above originating exchanges may call any of the following exchanges without incurring a charge:

Akron, Alliance, Atwater, Beach City, Bolivar, Brewster, Canal Fulton, Canton, Dalton, Dellroy, Doylestown, Greensburg, Hartville, Hudson, Kent, Louisville, Magnolia-Waynesburg, Malvern, Manchester, Mantua, Marlboro, Massilon, Mineral City, Minerva, Mogadore, Montrose, Navarre, North Canton, Paris, Peninsula, Ravenna, Richfield, Rootstown, Sebring, Sharon Center, Uniontown, Wadsworth.

Issued: June 26, 2008

3.2 Serving Area (Cont'd)

3.2.3 Calling Areas (Cont'd)

(D) Cincinnati serving area

Following is the list of exchanges from which the Company originates service in the Cincinnati metro area:

Bethany, Bethel, Cincinnati, Clermont, Hamilton, Harrison, Little Miami, Newtonsville, Reily, Seven Mile, Shandon, Williamsburg.

The above exchanges also constitute the local calling area for Cincinnati customers.

Issued: June 26, 2008

Issued by:

3.3 Directory Listings

3.3.1 Description

Directory listings will be provided in accordance with Section 2.6 of this tariff. The following types of listings are available:

- (A) Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;
- (B) Additional Listings. Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;
- (C) Non-Published Listings. Non-published listings are not printed in directories nor are they available from directory assistance. Non-published listings are subject to the provisions set forth in Sections 2.2 and 2.6;
- (D) Non-Listed Numbers. Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listings are available from directory assistance;
- (E) Foreign Listings. A foreign listing is one which is published in a directory not in the Customer's immediate calling area;
- (F) Extra Line Listings. Provides additional information after a main or additional listings.
- (G) Cross Reference Listing. This provides a reference to another listing in the same directory.

Issued: June 26, 2008

3.3 Directory Listings

3.3.2 Rates

	Non-Recurring Charge		Monthly Recurring Charge	
	Min.	Max.	Min.	Max
Primary Listing	n/c	n/c	n/c	n/c
Additional Listing	\$5.00	\$15.00	\$0.95	\$4.00
Non-Published Listing	\$5.00	\$15.00	\$0.95	\$4.00
Non-Listed Number	\$5.00	\$15.00	\$0.95	\$4.00
Foreign Listing	\$5.00	\$15.00	\$0.95	\$4.00
Extra Line Listing	\$5.00	\$15.00	\$0.95	\$4.00
Cross Reference Listing	\$5.00	\$15.00	\$0.95	\$4.00

Issued: June 26, 2008

3.4 Directory Assistance

3.4.1 Description

- (A) The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A maximum of two number requests per call will be allowed.
- (B) The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.

3.4.2 Rates

(A) For all calls to directory assistance, the following charge will apply:

<u>Min.</u>	<u>Max.</u>
\$0.20	\$0.40

(B) For all requests for Directory Assistance Call Completion, the following additional charge will apply:

<u>Min.</u>	<u>Max.</u>
\$0.20	\$0.40

3.4.3 Directory Assistance Credits

- (A) Credit will be given for calls to Directory Assistance as follows:
 - (1) The Customer experiences poor transmission or is cut-off during the call; or
 - (2) The Customer is given the incorrect telephone number.
- (B) To obtain credit, the Customer must contact its Customer Service representative.

Issued: June 26, 2008

Issued by:

3.5 Operator Services

3.5.1 General

- (A) The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city codes, area code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:
 - (1) Third Party Billing. Provides the Customer with the ability to charge a local call to a third number that is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
 - (2) Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
 - (3) Busy Line Verification. Provides the Customer with the capability of verifying that a line they are attempting to dial is busy. May be followed by Busy Line Verification/Interrupt, where the busy line is then interrupted on behalf of the caller.
 - (4) Person to Person. Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party;
 - (5) Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

3.5 Operator Services (Cont'd)

3.5.2 Rates

Min.	Max.
\$0.75	\$2.75
\$0.75	\$2.75
\$1.25	\$5.25
\$0.75	\$2.75
\$0.50	\$2.00
\$1.00	\$3.00
	\$0.75 \$0.75 \$1.25 \$0.75 \$0.50

Issued: June 26, 2008

3.6 Intercept Service

3.6.1 General

(A) Intercept service will be placed on a line at Customer's request redirecting calls to an alternate phone number. Service is provided at no charge and is limited to ninety days.

Issued: June 26, 2008

SECTION 4 - CARRIER TO CARRIER SERVICES

4.1 Services for Resale

The Company's services described in Section 3 of this tariff are available for purchase by any LEC certified by the Public Utilities Commission of Ohio at the terms, conditions and rates found in this tariff and accompanying price list. There are no prohibitions or limitations on the resale of services.

Issued: June 26, 2008

Issued by:

Diane L. Peters, Director Regulatory Affairs 1080 Pittsford-Victor Road Pittsford, New York 14534

OHi0801

SECTION 5 - CURRENT RATES

5.1 Insufficient Check Charge

\$15.00

5.2 Directory Listings

The Primary Listing is provided at no charge.

In Akron, Cleveland and Columbus, the following listings all have the same prices:

Additional Listing, Non-Published Listing, Non-Listed Number, Foreign Listing, Extra Line Listing, Cross Reference Listing

	\$10.00
	\$1.95
Non-Recurring	Monthly Recurring
\$11.85	\$2.85
\$11.85	\$1.40
\$11.85	\$1.40
\$11.85	\$2.90
\$11.85	\$1.90
\$0.30	per usage
Cincinnati Bell: \$0.35 per usage	
\$0.30	per usage
.	
\$0.40	per usage
	\$11.85 \$11.85 \$11.85 \$11.85 \$11.85 \$0.30 \$0.35

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Issued by:

5.3

5.4

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SECTION 5 - CURRENT RATES (CONT'D)

5.5 Operator Services

Amounts are a surcharge, in addition to any usage amounts billed.

	Akron,		Per minute charge
	Cleveland, Columbus	<u>Cincinnati</u>	(Cincinnati only)
Third Party	\$1.10	\$1.00	\$0.22
Collect Calls	\$1.65	\$3.00	\$0.22
Person to Person	\$3.00	\$1.00	\$0.22
Station to Station	\$1.65	\$1.00	\$0.22
Busy Line Verification	\$2.00	\$0.60	
Busy Line Verification	\$3.00	\$1.15	
w/Interrupt			

5.6 E 9-1-1 Charge

\$0.12

Issued: June 26, 2008

GLOBAL CROSSINGS LOCAL SERVICES, INC.

EXHIBIT C

SUMMARY OF CHANGES

Exhibit C

Global Crossings Local Services, Inc.

Narrative of Tariff Changes

P.U.C.O. Tariff No. 3 replaces P.U.C.O. Tariff No. 2 in its entirety. The following pages have been deleted in P.U.C.O. Tariff No. 3 and are being posted on the Company's web site of www.globalcrossings.com

Section	Pages affected	Changes
1	6-7, 9	Removes various definitions
	45	Adds language regarding billing disputes and the address for the Commission and
		Consumers' Counsel
3	68-69	Removes Local Digital Service
	70	Removes Additional Flat Rate Local Trunks, and T-1s
	71	Removes Integrated T-1s
	72	Removes DID Numbers
	77-79	Removes Presubscription
Price List	1	Removes Local Digital Service, Additional Flat Rate Local Trunks, and T-1s, Integrated
		T-1s and DID Numbers
	3	Removes Presubscription
	4	Removes Local Digital Service Option 2

GLOBAL CROSSINGS LOCAL SERVICES, INC.

EXHIBIT D

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

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

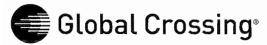
Rates, terms and conditions for Global Crossings Local Services, Inc. can be located on the Company's website <u>www.globalcrossings.com</u>. Copies may also be obtained at the Company's main office at 1080 Pittsford-Victor Road, Pittsford, NY 14534.

GLOBAL CROSSINGS LOCAL SERVICES, INC.

EXHIBIT E

CUSTOMER NOTICE

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



550 South 24th Street West Billings, MT 59102

June 13, 2008

«Legal Name» «Notice Contact Name» «Notice Address 1», «Notice Address 1 - 2» «Notice City», «Notice State» «Notice Postal Code»

Dear Customer:

Beginning on June 30, 2008, the prices, service descriptions, and terms and conditions for long distance services that you are provided by Global Crossing will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Global Crossing must still provide customer notice at least fifteen days in advance of rate increases, changes in terms and conditions, and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at www.globalcrossing.com or you can request a copy of this information by contacting Global Crossing at:

550 South 24th Street West Billings, MT 59102 800-482-4848

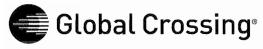
Since these services will no longer be on file with the PUCO, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject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

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

If you have any questions about this matter, please call Global Crossing at the toll free number 800-482-4848 or visit us at www.globalcrossing.com. You may also visit the consumer information page on the PUCO's website at www.puco.ohio.gov for further information.

Very truly yours,

Customer Service



550 South 24th Street West Billings, MT 59102

June 13, 2008

«Legal Name» «Notice Contact Name» «Notice Address 1», «Notice Address 1 - 2» «Notice City», «Notice State» «Notice Postal Code»

Dear Customer:

Beginning on June 30, 2008, the prices, service descriptions, and terms and conditions for certain telecommunication services that you are provided by Global Crossing will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

The affected services include long distance and certain local services, including second and third local exchange service access lines, call waiting, call trace, per line number identification blocking, nonpublished number service and N-1-1 access and usage.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Global Crossing must still provide customer notice at least fifteen days in advance of rate increases, changes in terms and conditions, and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at www.globalcrossing.com or you can request a copy of this information by contacting Global Crossing at:

550 South 24th Street West Billings, MT 59102 800-466-4600

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

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

If you have any questions about this matter, please call Global Crossing at the toll free number 800-466-4600 or visit us at www.globalcrossing.com.

Very truly yours,

Customer Service

GLOBAL CROSSINGS LOCAL SERVICES, INC.

EXHIBIT F

CUSTOMER NOTICE AFFIDAVIT

CUSTOMER NOTICE AFFIDAVIT

STATE OF: New York

COUNTY OF: Monroe

AFFIDAVIT

I, R. Edward Price, am authorized by the applicant corporation, Global Crossing Local Services, Inc., to make this statement on its behalf. I attest that the Customer Notice accompanying this affidavit was sent to affected customers via direct mail beginning on June 13, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 13, 2008, Monroe County, New York

/s/

R. Edward Price Senior Counsel June 13, 2008

Subscribed and sworn to before me this 13th day of June, 2008

anne Chabot

Notary Public My Commission Expires:

JEANNE CHABOT Notary Public, State of New York No. 01CH6034835 Qualified in Ontario County Commission Expires December 20, 20*C*9

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/26/2008 11:20:22 AM

in

Case No(s). 08-0731-TP-ATA

Summary: Application Detariffing Application electronically filed by Mr. Thomas M Forte on behalf of Global Crossings Local Services, Inc.