

September 9, 2008

VIA E-FILING

Docketing Division

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3763

Re: Comtel Telcom Assets LP d/b/a Excel Telecommunications 90-9031-TP-TRF
Supplement to Application to Detariff Certain Tier 2 Services
PUCO Tariff No. 5 – Commercial Services Tariff
Case No. 08-822-TP-ATA

Dear Sir or Madam:

Pursuant to a Commission staff request, attached please find Page Nos. 206 through 222, 225 through 228, 233 through 236 and 248 through 250 in the above-noted case for Comtel Telcom Assets LP d/b/a Excel Telecommunications (“Excel”). The aforementioned pages should not have been removed in the above-referenced application and are being filed to correct the tariff on file with the Commission. Excel respectfully requests that the Commission accept the aforementioned revision to complete the Company’s detariffing application.

Please contact the undersigned directly at 972-910-1411 or leslie.ellis@excel.com with any questions or further requests regarding this matter. Excel sincerely appreciates your time and attention to this filing.

Respectfully submitted,

/s/

Leslie Ellis
Senior Regulatory Analyst

cc: Becky Gipson
Sr. Director, Regulatory Affairs

SECTION 5. CONTRACT SERVICES

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms unless otherwise indicated.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.1 Carrier Intrastate Domestic Termination Service

Carrier Intrastate Domestic Termination Service is available only to Other Certificated Carriers ("OCC") who wish to utilize the Excel network to terminate intrastate traffic. The OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, the OCC must have obtained the required operating authority. The OCC must have use of their own Primary Interexchange Carrier Code. OCCs who qualify for this service will receive call termination at the rates specified below. Rates are based upon the LATA and the LEC to which the call terminates, as well as the Customer's Monthly Minimum Minutes of Use Commitment.

Traffic provided under this service offering must meet the following specifications:

- 5.1.1 A minimum of 80% of the OCC's total minutes of use which terminate on the Excel network under this service offering must be during the times of 8:00 AM to but not including, 5:00 PM Monday through Friday. If the minutes of use terminating during this time frame drops below the 80% threshold, Excel reserves the right to discontinue the service upon written notice to the OCC or rate intrastate domestic minutes at \$0.065 per minute.
- 5.1.2 Calls will be billed in six (6) second increments after an initial calling period of six (6) seconds. Any fraction or portion of a call thereafter will be rounded up to the next highest billing increment.
- 5.1.3 In addition to the appropriate LATA termination rate specified in Section 5.1.4(A), a surcharge of \$0.02 per minute will be charged for all calls terminating to non Ohio Bell, Cincinnati Bell, GTE, AllTel, and United exchanges.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.1 Carrier Intrastate Domestic Termination Service (Cont'd)

5.1.4 Rate Level Definitions:

Per Minute Termination Rates listed below are available in four (4) different Rate Levels, determined by the Customer's Monthly Minimum Minutes of Use Commitment. A Customer's domestic interstate, intrastate, and international minutes of use under this service offering will be counted toward the Monthly Minimum Minutes of Usage Commitment. At the Company's sole discretion, minutes of use under other Company service offerings, term commitments, revenue commitments, ramp-up periods, or other criteria may be used in combination with minutes of use in order to determine whether or not a Customer is eligible for a particular Rate Level.

(A) Per Minute Rates - Cincinnati Bell Service Areas:

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than 1,000,000 minutes per month	\$0.0475
2	1,000,000 to 4,999,999 minutes per month	\$0.0455
3	5,000,000 to 9,999,999 minutes per month	\$0.0440
4	Greater than 10,000,000 minutes per month	\$0.0425

SECTION 5. CONTRACT SERVICES (Cont'd)

5.1 Carrier Intrastate Domestic Termination Service (Cont'd)

5.1.4 Rate Level Definitions:

(A) Per Minute Rates - All Other Service Areas

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than 1,000,000 minutes per month	\$0.0375
2	1,000,000 to 4,999,999 minutes per month	\$0.0355
3	5,000,000 to 9,999,999 minutes per month	\$0.0340
4	Greater than 10,000,000 minutes per month	\$0.0325

5.1.5 Directory Assistance Rate

<u>Rate Level</u>	<u>Per Call Charge</u>
1	\$0.44
2	\$0.42
3	\$0.40
4	\$0.38

SECTION 5. CONTRACT SERVICES (Cont'd)

5.2 CIC Association II Service

CIC Association II Service available only to Other Certificated Carriers ("OCC"). The OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, the OCC must have obtained the required reporting authority. The OCC must have use of their own Primary Interexchange Carrier Code. OCCs subscribing to this service offering must pay for their own originating access service. Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company. OCCs who qualify for this service will receive call termination at the rates specified below. Rates are based upon the LATA and the LEC to which the call terminates, as well as the Customer's Monthly Minimum Minutes of Use Commitment.

Traffic provided under this service offering must meet the following specifications:

- 5.2.1 A minimum of 80% of the OCCs total minutes of use which terminates on the Excel network under this service offering must be during the times of 8:00 AM to but not including, 5:00 PM Monday through Friday. If the minutes of use terminating during this time frame drops below the 80% threshold, Excel reserves the right to discontinue the service upon written notice to the OCC or rate intrastate minutes at \$0.065 per minute.
- 5.2.2 Calls will be billed in six (6) second increments after an initial calling period of six (6) seconds. Any fraction or portion of a call thereafter will be rounded up to the next highest billing increment.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.2 CIC Association II Service

- 5.2.3 In addition to the appropriate LATA termination rate specified in Section 5.2.4(A), a surcharge of \$0.02 per minute will be charged for all calls terminating to all non Ohio Bell, Cincinnati Bell, GTE, AllTel, and United exchanges.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.2 CIC Association Service II, (Cont'd.)

5.2.4 Rate Level Definitions:

Per Minute Termination Rates listed below are available in four (4) .

(A) Per Minute Rates - Cincinnati Bell Service Areas:

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than 1,000,000 minutes per month	\$0.0475
2	1,000,000 to 4,999,999 minutes per month	\$0.0455
3	5,000,000 to 9,999,999 minutes per month	\$0.0440
4	Greater than 10,000,000 minutes per month	\$0.0425

SECTION 5. CONTRACT SERVICES (Cont'd)

5.2 CIC Association Service II (Cont'd)

5.2.4 Rate Level Definitions (Cont'd)

(A) Per Minute Rates - All Other Service Areas

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than 1,000,000 minutes per month	\$0.0375
2	1,000,000 to 4,999,999 minutes per month	\$0.0355
3	5,000,000 to 9,999,999 minutes per month	\$0.0340
4	Greater than 10,000,000 minutes per month	\$0.0325

5.2.5 Directory Assistance Rate:

<u>Rate Level</u>	<u>Per Call Charge</u>
1	\$0.44
2	\$0.42
3	\$0.40
4	\$0.38

SECTION 5. CONTRACT SERVICES (Cont'd)

5.3 Carrier 800 Origination - Dedicated

Carrier 800 Origination Dedicated Service is available only to Other Certificated Carriers ("OCC"). The OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, the OCC must have obtained the required operating authority. The OCC must have use of their own Primary Interexchange Carrier Code. Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company. OCCs who qualify for this service will receive 800 origination at the rates specified below. Rates are based upon the LATA and the LEC from which the call originates, as well as the Customer's Monthly Minimum Minutes of Use Commitment. OCCs must also pay for facility installation and monthly recurring dedicated access fees which will be determined on an individual case basis.

Traffic provided under this service offering must meet the following specifications:

- 5.3.1 A minimum of 80% of the OCCs total minutes of use must originate on the Company's network under this service offering and must be during the times of 8:00 AM up to but not including, 5:00 PM Monday through Friday. If the minute of use terminating during this time frame drops below the 80% threshold, Excel reserves the right to discontinue the service upon written notice to the OCC or rate intrastate minutes at 0.065 per minute.
- 5.3.2 Calls will be billed in initial and additional six (6) second increments. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.3 Carrier 800 Origination - Dedicated

- 5.3.3 In addition to the appropriate LATA origination rate specified in Section 5.3.4(A), a surcharge of \$0.02 per minute will be charged for all calls originating from non Ohio Bell, Cincinnati Bell, GTE, AllTel, and United exchanges.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.3 Carrier 800 Origination - Dedicated (Cont'd.)

5.3.4 Rate Level Definitions

Per Minute Origination Rates listed below are available in four (4) different Rate Levels, determined by the Customer's Monthly Minimum Minutes of Use Commitment. A Customer's domestic interstate, intrastate, and international minutes of use under this service offering will be counted toward the Monthly Minimum Minutes of Usage Commitment. At the Company's sole discretion, minutes of use under other Company service offerings, term commitments, revenue commitments, ramp-up periods, or other criteria may be used in combination with minutes of use in order to determine whether or not a Customer is eligible for a particular Rate Level.

(A) Per Minute Rates - Cincinnati Bell Service Areas:

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than 1,000,000 minutes per month	\$0.0475
2	1,000,000 to 4,999,999 minutes per month	\$0.0480
3	5,000,000 to 9,999,999 minutes per month	\$0.0465
4	Greater than 10,000,000 minutes per month	\$0.0450

SECTION 5. CONTRACT SERVICES (Cont'd)

5.3 Carrier 800 Origination - Dedicated (Cont'd.)

5.3.4 Rate Level Definitions (Cont'd)

(A) Per Minute Rates - All Other Service Areas:

Rate Level	Monthly Minutes Commitment Level	Per Minute Rate
1	Less than 1,000,000 minutes per month	\$0.0650
2	1,000,000 to 4,999,999 minutes per month	\$0.0630
3	5,000,000 to 9,999,999 minutes per month	\$0.0615
4	Greater than 10,000,000 minutes per month	\$0.0600

5.3.5 Directory Assistance Rate:

<u>Rate Level</u>	<u>Per Call Charge</u>
1	\$0.44
2	\$0.42
3	\$0.40
4	\$0.38

SECTION 5. CONTRACT SERVICES (Cont'd)

5.4 Switchless 1+ and Toll Free Resale Service

Switchless 1+ and Toll Free Resale Service is available only to Other Certificated Carriers ("OCC") who wish to utilize the Excel network to originate, switch, and terminate domestic traffic. The OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, the OCC must have obtained the required operating authority. The OCC must have use of their own Primary Interexchange Carrier Code. The Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company.

OCCs who qualify for this service will receive the rates specified below. Rates are based upon the LATA and the LEC from which the call originates and to which the call terminates, as well as the Customer's Monthly Minimum Revenue Commitment. Orders for service will only be accepted from OCCs for provision of service to Customers residing in areas served by Ohio Bell, Cincinnati Bell, GTE, AllTel, and United exchanges.

Calls will be billed in six (6) second increments after an initial calling period of eighteen (18) seconds. Any fraction or portion of a call thereafter will be rounded up to the next highest billing increment.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.4 Switchless 1+ and Toll Free Resale Service (Cont'd.)

5.4.1 Per Minute Rates

Customers will be charged the rate specified below for all rate levels (1-4).

(A) Per Minute Rates:

Rate Level	Monthly Revenue Commitment Level	Per Minute Rate
1	Less than 100,000 monthly billing	\$0.0600
2	\$100,000 to \$249,999 in monthly billing	\$0.0600
3	\$250,000 to \$499,999 in monthly billing	\$0.0600
4	\$500,000 to \$749,999 in monthly billing	\$0.0600
5	\$750,000 + in monthly billing	\$0.0600

5.4.2 Directory Assistance Rate:

Per call charge: \$0.55

5.4.3 Toll-Free Number Monthly Recurring Fees:

The OCCs will pay no monthly recurring fees for the first ten (10) toll-free numbers which they reserve or install using the Company as the designated Responsible Organization. For each additional number in excess of ten (10), a \$1.00 monthly recurring fee is charged.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.5 Switchless 1+ Dedicated and Toll Free Resale Service

Switchless 1+ Dedicated and Toll Free Resale Service is available only to Other Certificated Carriers ("OCC") who wish to utilize the Company's network to originate, switch, and terminate traffic. OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, OCC must have obtained required operating authority in the states in which they conduct business and file tariffs, when required by law, with a state or federal authority. Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company.

OCCs who qualify for this service will receive the rates specified below. Rates are based upon the LATA and the LEC from which the call originates and to which the call terminates, if applicable, as well as the Customer's Monthly Minimum Revenue Commitment. Orders for service will only be accepted from OCCs for provision of service to Customers residing in areas served by Ohio Bell, Cincinnati Bell, AllTel, GTE, and United Telephone.

5.5.1 Calls will be billed in six (6) second increments after an initial calling period of eighteen (18) seconds. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.5 Switchless 1+ Dedicated and Toll Free Resale Service (Cont'd)

5.5.2 Rate Level Definitions:

Per Minute Rates are available in four (4) different Rate Levels, determined by the Customer's Monthly Minimum Revenue Commitment. A Customer's 1+ and toll-free domestic interstate, intrastate, and international revenue under this service offering will be counted toward the Monthly Minimum Revenue Commitment. At the Company's sole discretion, revenue under other Company Service offerings, term commitments, minutes of use commitments, ramp-up periods, or other criteria may be used in combination with revenue in order to determine whether or not a Customer is eligible for a particular Rate Level.

(A) Per Minute Rates:

Rate Level	Monthly Commitment Level	Per Minute Rate
1	Less than \$100,000 in monthly billing	\$0.0590
2	\$100,000 to \$249,999 in monthly billing	\$0.0560
3	\$250,000 to \$499,999 in monthly billing	\$0.0530
4	\$500,000 + in monthly billing	\$0.0500

SECTION 5. CONTRACT SERVICES (Cont'd)

5.5 Switchless 1+ Dedicated and Toll Free Resale Service (Cont'd)

5.5.3 A \$0.0125 surcharge is applied for all non-peak minutes above 20% (Sunday through Friday, 7 p.m. - 9 p.m.). In addition, a \$0.02 per minute charge will apply for all 1+ calls terminating to and all toll-free calls originating from the Local Exchange Carrier's Operator Carrier Number "OCN" other than Ohio Bell OCN's 9300, 9321, 9323, 9325, 9327, and 9329.

5.5.4 Directory Assistance Rate:

Per call charge: \$0.75

5.5.5 Toll-Free Number Monthly Recurring Fees:

OCCs will pay no monthly recurring fees for the first ten (10) toll-free numbers which they reserve or install using the Company as the designated Responsible Organization. For each additional number in excess of ten (10), a \$1.00 monthly recurring fee is charged.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.8 Carrier Dedicated Toll Free Origination

Carrier Dedicated Toll Free Origination Service is available only to Other Certificated Carriers ("OCC"). The OCC must meet certain Company specified credit evaluations in order to purchase this service offering. In addition, the OCC must have obtained the required operating authority in the states in which they conduct business and file tariffs, when required by law, with a state or federal authority and have use of their own Primary Interexchange Carrier Code. Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company. OCCs who qualify for this service will receive 800 origination at the rates specified below. Rates are based upon the LATA and the LEC from which the call originates, as well as the Customer's Monthly Minimum Minutes of Use Commitment. OCCs must also pay for facility installation and monthly recurring dedicated access fees which will be determined on an individual case basis.

Traffic provided under this service offering must meet the following specifications:

- 5.8.1 A minimum of 80% of the OCCs total minutes of use must originate on the Company's network under this service offering and must be during the times of 8:00 AM up to but not including, 5:00 PM Monday through Friday. If the minutes of use terminating during this time frame drops below the 80% threshold, the Company reserves the right to discontinue the service upon written notice to the OCC or rate intrastate minutes at 0.065 per minute.
- 5.8.2 Calls will be billed in initial and additional six (6) second increments. Any fraction or portion of a call thereafter, will be rounded up to the next highest billing increment.

SECTION 5. CONTRACT SERVICES (Cont'd)

5.8 Carrier Dedicated Toll Free Origination (Cont'd)

5.8.3 In addition to the appropriate LATA origination rate specified in Section 5.8.5, a surcharge of \$0.02 per minute will be charged for all calls originating from Local Exchange Carrier OCN's other than those listed below:

COMPANY NAME
AMERITECH

SECTION 5. CONTRACT SERVICES (Cont'd)

5.8 Carrier Dedicated Toll Free Origination (Cont'd)

5.8.4 Rate Level Definitions

Per Minute Origination Rates listed below are available in four (4) different Rate Levels, determined by the Customer's Monthly Minimum Minutes of Use Commitment. A Customer's domestic interstate, intrastate, and international minutes of use under this service offering will be counted toward the Monthly Minimum Minutes of Usage Commitment. At the Company's sole discretion, minutes of use under other Company service offerings, term commitments, revenue commitments, ramp-up periods, or other criteria may be used in combination with minutes of use in order to determine whether or not a Customer is eligible for a particular Rate Level.

Rate Level	Monthly Minutes Commitment Level
1	Less than 1,000,000 minutes per month
2	1,000,000 to 4,999,999 minutes per month
3	5,000,000 to 9,999,999 minutes per month
4	Greater than 10,000,000 minutes per month

SECTION 5. CONTRACT SERVICES (Cont'd)

5.8 Carrier Dedicated Toll Free Origination (Cont'd)

5.8.5 Per Minute Rates

LATA	Rate Level 1	Rate Level 2	Rate Level 3	Rate Level 4
320	\$0.0316	\$0.0296	\$0.0281	\$0.0266
322	0.0316	0.0296	0.0281	0.0266
324	0.0316	0.0296	0.0281	0.0266
325	0.0316	0.0296	0.0281	0.0266
326	0.0316	0.0296	0.0281	0.0266
328	0.0316	0.0296	0.0281	0.0266
922	0.0316	0.0296	0.0281	0.0266
923	0.0316	0.0296	0.0281	0.0266

SECTION 5. CONTRACT SERVICES (Cont'd)

5.11 SWITCHED 1+ AND TOLL FREE RESALE SERVICE

The Company's Switched 1+ and Toll Free Resale Service is available only to resale telecommunication carriers ("Customers") that want to utilize the Company's network to terminate service. Customers must meet certain Company-specified credit evaluations in order to be offered this service option. In addition, Customers must have obtained operating authority in the state (s) which they conduct business, and file tariff (s) where required by law, with an applicable state or federal authority, and have use of their own Primary Interexchange Code. Company may also, at its sole discretion, require that subscribers to this service offering have an existing billing or data processing arrangement with the Company. Customers that qualify for this service will receive call termination at the rates specified below. Rates are based upon the LATA and the Regional Bell Operating Company ("RBOC") or Local Exchange Carrier ("LEC") LEC identified below from which calls originate and to which calls terminate, as well as the Customer's Monthly Minimum Revenue Commitment. The Customer's Monthly Minimum Usage Commitment is based on combined intrastate, interstate and international usage.

Call traffic under this service option must meet the following other specifications:

- a. A minimum of 80% of the Customers total minutes of use which terminate on the Company's network for this service offering must be during the times of 9:01 pm and 6:59 pm, Sunday - Friday. If the Customer's minutes of use terminating during this time period drops below the 80% threshold, the Company reserves the right to discontinue service to the Customer upon written notice or rerate the Customer's domestic minutes of use at an additional per minute rate of \$.0125.
- b. Calls are billed at six (6) second increments, after an initial calling period of six (6) seconds. Any fractional portion of a call thereafter will be rounded up to the next higher billing increment.
- c. Calls which originate from a non-RBOC area will be assessed an additional charge of \$0.02 per minute.

[Reserved for Future Use]

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Issued By: Becky Gipson, Director - Regulatory Affairs
2440 Marsh Lane
Carrollton, Texas 75006

SECTION 5. CONTRACT SERVICES (Cont'd)

5.11 SWITCHED 1+ AND TOLL FREE RESALE SERVICE (Cont'd)

5.11.1 Monthly Minimum Usage Options

OPTIONS	MONTHLY MINIMUM USAGE COMMITMENT LEVEL
1	\$50,000
2	\$100,000
3	\$250,000
4	\$500,000/Over

5.11.2 Per Minute Usage Rates

Ameritech:

OPTION 1 \$50,000 (Per Minute Rate)	OPTION 2 \$100,000 (Per Minute Rate)	OPTION 3 \$250,000 (Per Minute Rate)	OPTION 4 \$500,000 / Over (Per Minute Rate)
\$0.08	\$0.08	\$0.08	\$0.08

Cincinnati Bell:

OPTION 1 \$50,000 (Per Minute Rate)	OPTION 2 \$100,000 (Per Minute Rate)	OPTION 3 \$250,000 (Per Minute Rate)	OPTION 4 \$500,000 / Over (Per Minute Rate)
\$0.09	\$0.09	\$0.09	\$0.09

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SECTION 5. CONTRACT SERVICES (Cont'd)

5.11 SWITCHED 1+ AND TOLL FREE RESALE SERVICE (Cont'd)

5.11.3 Directory Assistance

\$0.75 per call.

5.11.4 Deficiency Charge

In the event Customer's Monthly Revenue Level does not meet the Monthly Revenue Commitment selected by the Customer in any invoice period, the Customer will pay a Deficiency Charge, for that invoice period, which is equal to the difference between the Monthly Revenue Commitment and the actual Monthly Revenue Level. The Deficiency Charge will be due at the same time that the payment is due from the Customer for service provided on the invoice. Deficiency charges will not be assessed prior to the third invoice period.

5.11.5 Time of Day Rate Periods

Peak: Sunday - Friday, 9:01 pm - 6:59 pm, and all day Saturday.
Off-Peak: Sunday - Friday, 7:00 pm - 9:00 pm.

SECTION 5. CONTRACT SERVICES (Cont'd.)

5.19 Carrier Domestic Termination by LATA - Option IX

Carrier Domestic Termination by LATA - Option IX Service is a dedicated service available only to resale telecommunication carriers ("Customers") that want to utilize the Company's network to terminate service. Customers must meet certain Company-specified credit evaluations in order to be offered this service option. In addition, Customers must have obtained operating authority in the state(s) which they conduct business, and file tariff(s) where required by law, with an applicable state or federal authority, and have use of their own Primary Interexchange Code. Customers that qualify for this service will receive call termination at the rates specified below. Rates are based upon the LATA and Regional Bell Operating Company ("RBOC") where calls terminate.

Call traffic under this service option must meet the following other specifications:

- a. A minimum of 80% of the Customers total minutes of use which terminate on the Company's network for this service offering must be during the times of 9:01 pm and 6:59 pm, Sunday - Friday. If the Customer's minutes of use terminating during this time period drops below the 80% threshold, the Company reserves the right to discontinue service to the Customer upon written notice or rerate the Customer's domestic minutes of use at an additional per minute rate of \$.0125.
- b. Calls are billed at six (6) second increments, after an initial calling period of six (6) seconds. Any fractional portion of a call thereafter will be rounded up to the next higher billing increment.
- c. Calls which terminate in a non-RBOC area will be assessed an additional charge of \$0.0200 per minute.
- d. Directory Assistance per call charge is \$0.3800

5.19.1 Per Minute Rate

LATA	CALL TERM STATE	RBOC	RATE
ALL	OH	Ameritech	\$0.0325

Independent LEC Rate

CALL TERM STATE	RBOC	RATE
OH	Cincinnati Bell	\$0.0425

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SECTION 5. CONTRACT SERVICES (Cont'd.)

5.20 Carrier Dedicated 1+ and Toll Free Origination Service

Carrier Dedicated 1+ and Toll Free Origination Service is a dedicated service that is available only to resale telecommunication carriers ("Customers") that want to utilize the Company's network to terminate 1+ and originate toll free service. Customers must meet certain Company-specified credit evaluations in order to be offered this service option. In addition, Customers must have obtained operating authority in the state(s) which they conduct business, and file tariff(s) where required by law, with an applicable state or federal authority, and have use of their own Primary Interexchange Code. Customers that qualify for this service will receive call termination/origination at the rates specified below. This service is available for call origination/termination in RBOC and independent LEC areas. Rates are based upon the LATA where calls terminate and originate, and must commit to a 12- month Term Commitment Period and a Monthly Minimum Usage of \$400,000. The Customer's Monthly Minimum Usage Commitment is based on combined intrastate, interstate and international usage.

Call traffic under this service option must meet the following other specifications:

- a. A minimum of 80% of the Customers total minutes of use which terminate/originate on the Company's network for this service offering must be during the times of 9:01 pm and 6:59 pm, Sunday - Friday.
- b. Outbound 1+ and inbound toll free calls are billed at six (6) second increments, after an initial calling period of six (6) seconds. Any fractional portion of a call thereafter will be rounded up to the next higher billing increment.
- c. Directory Assistance Per Call Charge \$0.6500.

5.20.1 Per Minute Termination/Origination Rate

LATA	CALL TERM/ORIGINATE STATE	TERM. RATE	ORIG. RATE
320, 322, 324, 325, 326, 328	OH	\$0.0150	\$0.0150
923	OH	\$0.0609	\$0.0385

SECTION 5. CONTRACT SERVICES (Cont'd.)

5.21 Carrier Domestic Termination by LATA Service - X

Carrier Domestic Termination by LATA - X Service is a dedicated outbound 1+ service available only to resale telecommunication carriers ("Customers") that want to utilize the Company's network to terminate service. Customers must meet certain Company-specified credit evaluations in order to be offered this service option. In addition, Customers must have obtained operating authority in the state(s) which they conduct business, and file tariff(s) where required by law, with an applicable state or federal authority, and have use of their own Primary Interexchange Code. Customers must commit to a 12 month Term Commitment Period and a Monthly Usage Commitment Level of \$25,000. Customers that qualify for this service will receive call termination at the rates specified below. This service is only available for call termination in the RBOC and independent LEC areas listed in the rate schedules on the following pages. Rates are based upon the LATA and Regional Bell Operating Company ("RBOC") where calls terminate.

Call traffic under this service option must meet the following other specifications:

- a. A minimum of 80% of the Customers total minutes of use which terminate on the Company's network for this service offering must be during the times of 9:01 pm and 6:59 pm, Sunday - Friday.
- b. Calls are billed at six (6) second increments, after an initial calling period of six (6) seconds. Any fractional portion of a call thereafter will be rounded up to the next higher billing increment.
- c. Calls which terminate in a non-RBOC area will be assessed an additional charge of \$0.0200 per minute.
- d. Directory Assistance Per Call Charge is \$.3800.

5.21.1 Per Minute Termination Rate

LATA	CALL TERM STATE	RBOC	RATE
ALL	OH	Ameritech	\$0.0325

Independent LEC Rate

CALL TERM STATE	RBOC	RATE
OH	Cincinnati Bell	\$0.0425

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in

Case No(s). 08-0822-TP-ATA

Summary: Tariff Correction to detariffing application electronically filed by Ms. Leslie M Ellis on behalf of COMTEL TELCOM ASSETS LP DBA EXCEL TELECOMMUNICATIONS