



CROCKER & CROCKER, P.C.

ATTORNEYS AT LAW

PATRICK D. CROCKER
patrick@crockerlawfirm.com

October 7, 2008

Ms. Renee Jenkins, Commission Secretary
Docketing Division
180 East Broad Street, 13th Floor
Columbus, OH 43215

RE: Easton Telecom Services, L.L.C.
Application to Detariff – Case No. 08-1156-TP-ATA

Dear Mr. Jenkins,

Attached for filing, on behalf of Easton Telecom Services, L.L.C. is the Application to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD.

The following items are included with this filing:

- Application Form for Detariffing and Related Actions
- Exhibit A – Existing Tariff
- Exhibit B – Proposed Replacement Tariff
- Exhibit C – Summary of Changes
- Exhibit D – Explanation of Compliance
- Exhibit E – Customer Notice
- Exhibit F – Customer Notice Affidavit

Any questions regarding this filing may be directed to my attention at (269) 381-8893 or via e-mail to Patrick@crockerlawfirm.com

Very truly yours,

CROCKER & CROCKER, P.C.

Patrick D. Crocker

PDC/pas

The Kalamazoo Building | 107 West Michigan Avenue, Fourth Floor | Kalamazoo, Michigan 49007

T 269.381.8893 | F 269.381.4855

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 _____)
Easton Telecom Services, L.L.C. _____)
to Detariff Certain Tier 2 Services and make other changes _____)
related to the Implementation of Case No. 06-1345-TP-ORD _____)

TRF Docket No. 90-9032

Case No. 08 - 1156 -TP - ATA

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

Name of Registrant(s) Easton Telecom Services, L.L.C.

DBA(s) of Registrant(s) _____

Address of Registrant(s) 3046 Brecksville Road, Summit II - Unit A, Richfield, OH 44286

Company Web Address www.eastontel.com

Regulatory Contact Person(s) Robert E. Mocas

Phone 330-659-6700 Fax 330-659-9379

Regulatory Contact Person's Email Address rmocas@etel.com

Contact Person for Annual Report Robert E. Mocas

Phone 330-659-6700

Address (if different from above) _____

Consumer Contact Information Dawna Kornick

Phone 330-6596700

Address (if different from above) _____

Part I – Tariffs

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

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

Carrier Type	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Part II – Exhibits

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

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Robert E. Mocas, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

Executed on (Date) 9/10/08 at (Location) 3046 BRECKSVILLE RD RICHFIELD OH
*(Signature and Title) x Robert Mocas (Date) 9/10/08

- 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, Robert E. Mocas

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) x Robert Mocas President (Date) 9/10/08

*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

EXHIBIT A

EXISTING AFFECTED TARIFF PAGES

TARIFF FOR
REGULATIONS, RATES AND CHARGES APPLICABLE TO
INTEREXCHANGE RESELLER SERVICES FURNISHED BY
EASTON TELECOM SERVICES INC.
WITHIN THE STATE OF OHIO

TRF 90-5720-CT-TRF

Issued: March 21, 2002

Issued by: Robert E. Mocas, President
Easton Telecom Services, L.L.C.
f/n/a Weston Telecommunications, LLC
Summit II, 3046 Brecksville Road
Richfield, OH 44286

Effective: March 22, 2002

CHECK SHEET

The title page and pages 1-33 inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

* New or Revised Sheets

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Richfield, OH 44286

Effective: March 22, 2002

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

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TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2,
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision, all revisions made in a given filing are designed by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of Ohio by EASTON TELECOM SERVICES, L.L.C., f/n/a Weston Telecommunications, LLC ("Company"). All services contained within this tariff are competitive.

Issued: March 21, 2002

Issued by:

Robert E. Mocas, President
Easton Telecom Services, L.L.C.
f/n/a Weston Telecommunications, LLC
Summit II, 3046 Brecksville Road
Richfield, OH 44286

Effective: March 22, 2002

EXPLANATION OF SYMBOLS

- (C) To signify changed regulations
- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

Issued: March 21, 2002

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1. TECHNICAL TERMS AND ABBREVIATIONS

For the purpose of this Tariff, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Application for Service

A standard Company order form that includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to and interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

Public Utilities Commission of Ohio

Company

EASTON TELECOM SERVICES L.L.C., f/n/a Weston Telecommunications, LLC

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with VF Local Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

The Due Date is the date on which payment is due.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner which the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Route Diversity

Two channels, which are furnished partially or entirely over two physically, separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Commission.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000-hertz frequency band.

2. RULES AND REGULATIONS

2.1. Description and Limitations of Services

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after ten business days written notice to the Customer if:
 - 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
 - 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.1.6. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- 2.1.7. Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.
- 2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.

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Effective: March 22, 2002

- 2.1.9. The Company reserves the right to discontinue furnishing Services or billing options, upon ten (10) days written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.1.10 Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.

2.2 Other Terms and Conditions

- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. 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.
- 2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. (Reserved for future use)
- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.

- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on *Company Service Order forms in effect from time to time or Customer's forms accepted in writing* by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10 The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

2.3. Liability

- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. With respect to the Services contained herein and except an otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.

- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER

WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

2.4. Cancellation of Service by a Customer

- 2.4.1. If a Customer cancels a Service order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.

2.4.2. Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

2.5. Cancellation for Cause by the Company

2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon ten business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon ten business days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances, except under extreme cases where the customer may be disconnected immediately and without notice:

2.5.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);

2.5.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);

2.5.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);

2.5.2.D. if the Customer has been given ten business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;

2.5.2.E. in the event of unauthorized use.

2.5.2.F. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.

2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.6. Credit Allowance

2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.

2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

2.6.3. No credit shall be allowed:

2.6.3.A. For failure of services or facilities of Customer; or

2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.

2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.

2.6.5. Credits are applicable only to that portion of Service interrupted.

2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.

2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A \times B}{720}$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

- 2.7.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. One joint user or Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User that has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.
- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.

- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

2.8. Payment Arrangements

- 2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
- 2.8.2. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
- 2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any).
- 2.8.4. Disputes with respect to charges must be presented to the Company in writing within thirty days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.
- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.6. In the event the Company incurs fees or expenses in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.8.7. Company will not require deposits or advance payments by Customers for Services.

2.9. Assignment

2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

2.10. Taxes

2.10.1 (Reserved for future use).

2.10.2 (Reserved for future use).

2.10.3 (Reserved for future use).

2.10.4 (Reserved for future use).

2.11. Method for Calculation of Airline Mileage

2.11.1 The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\text{the square root of: } \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

$$\text{the square root of: } \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

2.12. Time of Day Rate Periods

2.12.1 Time of Day Rate Periods are determined by the time of day at the location of the Calling station.

The rates shown in Section 4 apply as follows:

DAY: From 8:01 AM to 5:00 PM Monday - Friday

EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:01 PM to 8:00 AM Everyday
From 8:01 AM to 11:00 PM Saturday
From 8:01 AM to 5:00 PM Sunday

2.13. Special Customer Arrangements

2.13.1 In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.14. Inspection

2.14. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

3. DESCRIPTION OF SERVICES

3.1. Wide Area ("WATS") and Message ("MTS") Toll Services

- 3.1.1. The Company offers WATS and MTS intrastate long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2. DS-0 (Digital Signal Level 0) Service

- 3.2.1. DS-0 Service is an intrastate interLATA 64 Kbps dedicated digital Interexchange Channel Service. With analog Voice Frequency (VF) Local Access facilities, DS-0 Service will support the transmission of analog voice and/or data within the frequency range of 300 3000 Hz.

3.3. DS-1 (Digital Signal Level 1) Service

- 3.3.1. DS-1 Service is high capacity point-to-point Private Line Service designed for the simultaneous full-duplex transmission of digital signals at a nominal speed of 1.544 Mbps.

3.4. Timing of Calls

- 3.4.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.4.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is thirty (30) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

4. RATE SCHEDULES

4.1. Usage Rates

4.1.1. The following are the maximum per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

4.2. 1+ Switched Outbound Service

4.2.1. Company's 1+ switched outbound services permit outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

RATE PER MINUTE

DAY

Initial Minute	Additional Minute
\$.149	\$.149

EVENING/NIGHT/WEEKEND

Initial Minute	Additional Minute
\$.149	\$.149

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4.3. Dedicated Outbound Usage Rates

4.3.1 Dedicated outbound service permits outward 1+ calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. High Volume Customers may elect Dedicated Access 1+ Service.

4.3.2 Customer selecting this Service shall commit to utilize the Company's Service for a two-year period, and shall agree to pay any applicable local loop charges.

RATE PER MINUTE

Mileage	Day	Evening	Night
0 - 292	\$.080	\$.080	\$.080

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4.4. 800 Switched Service Usage Rates

4.4.1. The Company's 800 Switched Inbound Service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends. The Company's 800 Switched Service is available to Customers executing a month-to-month or long-term contract with the Company.

4.4.2. Customers shall incur a monthly recurring service charge of \$20.00.

RATE PER MINUTE

DAY

Initial Minute	Additional Minute
\$.149	\$.149

EVENING/NIGHT/WEEKEND

Initial Minute	Additional Minute
\$.149	\$.149

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4.5. Dedicated Inbound 800 Service Usage Rates

- 4.5.1. The Company's Dedicated Inbound 800 Service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. Dedicated 800 Service is available to large volume Customers executing a one or two year term commitment agreement with the Company.
- 4.5.2. In addition to the charges set forth below, the Customer is responsible for any applicable local loop charges.

RATE PER MINUTE

Mileage	Day	Evening	Night
0 - 292	\$.080	\$.080	\$.080

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4.6. Calling Card Service

- 4.6.1 The Company's Calling Card Service is a customized calling card service with features including voice response or touch-tone dialing.
- 4.6.2 The charges for Calling Card Service are calculated on the basis of each completed call, Plan 2 Customers incur a per call additional surcharge of \$.30. The charge applies to each originating minute of usage placed through the Company and is calculated on a per minute charge with six (6) second rounding.

PLAN 1

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial Minute	Additional Minute
0 - 292	\$.250	\$.250

PLAN 2

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial Minute	Additional Minute
0-292	\$.210	\$.210

4.7. Special Promotional Offering

4.7.1. (Reserved for future use).

4.8. Emergency Calls

4.8.1 Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

4.8.1.A. 911 calls are not routed but are completed through the local network. No billing applies to emergency calls.

EASTON TELECOM SERVICES, L.L.C.
f/n/a Weston Telecommunications, LLC
Local Exchange Services Tariff

P.U.C.O. Tariff No. 1
Original Page No. 1

**Ohio Local Exchange Services Tariff
Easton Telecom Services, Inc.**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLICABLE TO COMMUNICATION SERVICES
REGULATED BY THE PUBLIC UTILITIES COMMISSION OF OHIO**

Issued: April 16, 2002

Issued by: Robert E. Mocas, President
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Effective: May 16, 2002

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President
Easton Telecom Services Inc.
3046 Brecksville Road
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Robert E. Mocas
President
Easton Telecom Services Inc.
3046 Brecksville Road
Richfield, Ohio 44286

EXPLANATION OF REVISION MARKS

The following symbols will be used throughout this tariff for purposes of revising the tariff as indicated below:

- | | | |
|---|----|---|
| C | -- | To signify a regulation which has been changed |
| D | -- | To signify a rate or regulation which has been discontinued |
| I | -- | To signify a rate which has been increased |
| M | -- | To signify a move in the location of text |
| N | -- | To signify a new rate or regulation |
| R | -- | To signify a rate which has been reduced |
| S | -- | To signify a matter which has been reissued |
| T | -- | To signify a change in the text which has not affected a change in neither a rate nor a regulation. |

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Robert E. Mocas
President
Easton Telecom Services Inc.
3046 Brecksville Road
Richfield, Ohio 44286

APPLICATION OF TARIFF

This tariff sets forth the services, offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services within the State of Ohio by Easton Telecom Services Inc. ("Company"). This tariff is effective only in those areas where an approved interconnection agreement exist.

Pursuant to Chapter 49 of the Ohio Public Utilities Act, all services furnished by the Company pursuant to this tariff are classified as local exchange services.

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**Robert E. Mocas
President
Easton Telecom Services Inc.
3046 Brecksville Road
Richfield, Ohio 44286**

DEFINITIONS

Certain terms used generally throughout this tariff are defined below:

Authorized-User

A person, firm, corporation or other legal entity authorized by the provider of the service to use the service being provided.

Carrier

A company certified by the Public Utilities Commission of Ohio (P.U.C.O.) to provide telecommunications services within Ohio.

Class of Service--Business, Residential

The Company provides two classes of Service: Business and Residential. The classification of a Customer's service as Business or Residential is determined by these regulations which define the character of use for rate purposes. (Residential services are not available--the Company will notify the P.U.C.O. and amend this tariff prior to offering those services):

A. Service will be classified as Business if:

- (1) The service is used primarily or substantially for a paid commercial, professional or institutional activity; or
- (2) The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- (3) The service number is listed as the principal or only number for a business in any telecommunications directory; or
- (4) The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose shall not constitute business use of service unless other factors are involved.

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President
Easton Telecom Services Inc.
3046 Brecksville Road
Richfield, Ohio 44286**

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- B. Service will be classified as Residential if none of the conditions of A. Preceding apply, and:
- (1) The use of the service is primarily and substantially of a social or domestic nature, and
 - (2) Service is located in a residence (Applicant is not offering residential services at this time) or, in the case of a combined business and residence premises, the service is located in bona fide residential quarters of such premises while business service is isolated in the business quarters of the same premises.
- C. Service classification is determined at the sole discretion of the Company pursuant to the conditions stated above. The Company may, at its discretion, levy charges for services which have been misclassified.

Company

Easton Telecom Services Inc., the issuer of this tariff.

Customer (as distinguished from Applicant)

A person, firm, corporation or other entity that is authorized by the Company to use the Company's telecommunications services included in this tariff, is responsible for payment of charges included in this tariff, and is responsible for compliance with the Company's tariff regulations. A Customer is distinguished from an Applicant in that an Applicant has only applied to become a Customer and has not been approved by Company to be a Customer.

Direct Inward Dial

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

District

An exchange or group of exchanges within Ameritech's LATA boundaries used to identify the appropriate rate to be applied to a Customer's service.

End User Common Line

A line provided to the Customer once the Customer obtains local exchange service from the Company under its local exchange tariff.

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Robert E. Mocas
President
Easton Telecom Services Inc.
3046 Brecksville Road
Richfield, Ohio 44286

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Exchange

A basic unit for the administration of communication service in a specified area, called the exchange area. It usually consists of one or more central offices together with the associated plant used in furnishing communication service in that area.

Installation Charges

Charges which are assessed on a non-recruiting basis at the establishment of a service. The terms "installation charges" and "non-recurring charges" are used interchangeably within this tariff to refer to non-variable changes.

Kbps

Kilobits per second, which denotes thousands of bits per second.

Monthly Charges

Charges which are assessed for services included within this tariff on a recurring monthly basis. It can be assumed that all services offered within this tariff are charged a monthly charge unless otherwise identified.

Mbps

Megabits, or millions of bits per second.

Multi-Frequency of ("MF")

An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/Key systems.

Service Surcharge

An additional sum added to the usual amount or cost.

Station

Telephone equipment from or to which calls are placed.

Trunk

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

User

A Customer or any other person authorized by the Customer to use service provided under this tariff.

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3046 Brecksville Road
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1. REGULATIONS**1.1 Undertaking of the Company****1.1.1 Scope**

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff. Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

1.1.2 Shortage of Equipment and Facilities

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

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

1.1.3 Terms and Conditions

1.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days' notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

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President
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3046 Brecksville Road
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- 1.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, 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.
- 1.1.3.3 At the expiration of the initial term specified in the applicable Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current tariff rates until terminated by either party upon 30 days' written notice. Any termination shall not relieve 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.
- 1.1.3.4 This tariff shall be interpreted and governed; by the laws of the State of Ohio without regard to the State's choice of laws provisions.
- 1.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 1.1.3.6 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.
- 1.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the 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 section 1.1.3.8 below. The Company is not liable for interruption of service due to any failure of Customer premises equipment provided by the Company or the Customer.

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President
Easton Telecom Services Inc.
3046 Brecksville Road
Richfield, Ohio 44286

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- 1.1.3.8 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.

1.1.4 Notification of Service-Affecting Activities

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

1.2 Liability of the Company

- 1.2.1 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 by the Company or any third parties, shall be limited to the extension of allowances for interruption as set forth in section 1.10, 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, OR OTHERS USING THE SERVICE SUPPLIED TO CUSTOMER BY THE COMPANY AS A RESULT OF ANY COMPANY SERVICE, EQUIPMENT, OR FACILITIES, OR THE ACTS, OMISSIONS, NEGLIGENCE OF THE COMPANY'S EMPLOYEES, AGENTS, OR SUPPLIERS.

- 1.2.2 With respect to any other claim or suit, by a Customer or by any others, for

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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 1.10 of the Company's liability, if any, shall be limited as provided in Section 1.2.9.

- 1.2.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 1.2.4 The Company shall not be liable for: (a) any act of omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 1.2.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer, its employees, agents, or suppliers, or due to the failure or malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer premises equipment purchased or leased from the Company by the Customer.
- 1.2.6 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers, or supplying carriers to the Company, shall be deemed to be agents or employees of the Company.
- 1.2.7 Notwithstanding the Customer's obligations as set forth in Section 1.4.2, the Company shall be indemnified, defended, and held harmless (including costs and reasonable attorney's fees) by the Customer or by others authorized by it to use

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the service against any claim, loss or damage arising directly or indirectly from Customer's use of services furnished under this tariff, including:

- (a) claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; or
- (b) patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; or
- (c) all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

1.2.8 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service related to the claim is rendered.

1.2.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

1.2.10 The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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- 1.2.11 The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including, but not limited to, injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- 1.2.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- 1.2.13 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, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.3.1 following, 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

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Easton Telecom Services Inc.
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Richfield, Ohio 44286

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.

1.2.14 With respect to Emergency Number 911 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, interruption, delays, errors or other 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.
- (b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

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Robert E. Mocas
President
Easton Telecom Services Inc.
3046 Brecksville Road
Richfield, Ohio 44286

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- 1.2.15 The Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to Applicant and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
- 1.2.16 In conjunction with a private listing and semi-private listing services, as described in Section 2.7.2, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not place by dialing a number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
- 1.2.17 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local government authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information under the provisions as described above.
- 1.3 Provision of Equipment and Facilities
- 1.3.1 General
- 1.3.1.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 1.3.1.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

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President
Easton Telecom Services Inc.
3046 Brecksville Road
Richfield, Ohio 44286

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1.3.1.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

1.3.1.4 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.

1.3.2 Non-routine Installation

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

1.3.3 Ownership of Facilities

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

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President
Easton Telecom Services Inc.
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Richfield, Ohio 44286

1.3.4 Use of Service

Service is furnished for use by the Customer and may be used only by others as specifically provided elsewhere in this tariff.

1.3.4.1 Unlawful Use of Service

Services shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service of a Customer when:

- (1) An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- (2) The Company is notified in writing by a Law Enforcement Agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information interstate or foreign commerce in violation of law.

Termination of service shall take place after reasonable notice is provided the Customer, or as ordered by the Court.

If communications facilities have been physically disconnected by Law Enforcement officials at the premises where located, and if there is not presented to the Company the written finding of a judge, then upon written request of the subscriber, and agreement to pay restoral of service charges and other applicable Service Charges, the Company shall promptly restore such service.

1.3.4.2 Obscenity

Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

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President
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Richfield, Ohio 44286

1.3.4.3 Impersonation

Service shall not be used to impersonate another person with fraudulent or malicious intent.

1.3.4.4 Harassment

Service shall not be used to call another person so frequently or at such times of the day or in any other manner so as to annoy, abuse, threaten, or harass such other person.

1.3.4.5 Fraudulent Use

A. Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information without payment of the charges applicable to such use.

B. No device shall be used by a Customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.

1.3.4.6 Interference with or Impairment of Service

Service shall not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

1.3.4.7 Subscribing to Adequate Service

If a Customer's use of service interferes unreasonably with the service of other Customers, the interfering Customer will be required to take service in sufficient quantity or of a different class or grade.

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3046 Brecksville Road
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1.3.4.8 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

1.3.4.9 Common Receptionist

A business Customer may extend service capable of two-way communication to the location of another business Customer for the purpose of performing clerical services which include the answering and originating of telephone calls. All regulations governing use of service and the charges normally associated with the equipment and channels involved are applicable.

1.4 Obligations of the Customer**1.4.1 General**

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for 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's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated to the Company's right of recovery of damages to the extent of such payment;

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- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 1.4.1(c). 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;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 1.4.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities or Customer premises equipment leased by the Customer from the Company; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

1.4.2 Claims

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

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

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3046 Brecksville Road
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- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

1.4.3 Station Equipment

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 may 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 temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 1.10 following is not applicable.

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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1.4.4 Interconnection of Facilities

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 equipment of others may be provided at the Customer's expense.

The Company's services (as detailed in Section 2 of this tariff) may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

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

1.4.5 Inspections

1.4.5.1 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 1.4.3 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

1.4.5.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company make 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.

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1.5 Establishment of Service**1.5.1 Application for Service**

An application for service, whether made orally, in writing, or by action of the Customer (e.g., use of Company's services) establishes the contract between the Company and the Customer on the terms and conditions set forth in this tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred.

1.5.2 Minimum Contract Periods

1.5.2.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential (Applicant is not offering residential services at this time) or single line business Customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the Customer's account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

1.5.2.2 Except as provided in 1.5.2.1 preceding, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.

1.5.2.3 The Company may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

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1.5.3 Cancellation of Application for Service Prior to Establishment of Service

1.5.3.1 Where the Applicant cancels an order for service prior to the start of installation or special construction of facilities, no charge applies, except to the extent Company incurs a service order or similar charge from a supplying carrier prior to the cancellation.

1.5.3.2 Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charge applies:

A. The total costs (including overheads) in connection with providing and removing such facilities.

B. The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this tariff plus the full amount of any installation and termination charges applicable.

1.5.3.3 Where special construction of facilities has been started prior to the cancellation and there is another requirement for the specially constructed facilities, in place, no charge applies.

1.5.3.4 Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction (including overheads) applies. Where one or more, but not all, of the services involved in the special construction are canceled, a charge equal to the cost (including overheads) incurred for the discontinued service applies.

1.5.3.5 Installation or special construction of facilities for a Customer starts when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the Customer has advised the Company to proceed with the installation or special construction.

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1.5.4 Establishing Credit

1.5.4.1 The Company, in order to assure the payment of its charges for service, will require applicants and Customers to establish and maintain acceptable credit.

1.5.4.2 The establishment or re-establishment of acceptable credit as provided in this Section shall not relieve the applicant or Customer from compliance with other provisions of this tariff as to deposits and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

1.5.4.3 Applicants for Service

The Company may refuse to furnish service to an Applicant that has not established acceptable credit or has not paid charges for service of the same classification, residence (Applicant is not offering residential services at this time) or business, previously furnished by the Company or another carrier at the same or another address, until arrangements suitable to the Company are made.

(1) Residence service applicants (Applicant is not offering residential services at this time) may establish credit in one of the following ways:

- a. Responding in a manner satisfactory to the Company to a set of standard questions, known as the Credit Evaluation Process (CEP). The applicant may be required to provide proof in support of these responses. The written procedures for the CEP are available for public inspection at the Company's main office.
- b. Paying a cash deposit to the Company in accordance with section 1.5.5 below.
- c. Providing a sufficient written guarantee of payment for service by a guarantor satisfactory to the Company. The guarantee shall be made in a letter that is substantially similar to the form in 1.5.4.6 below.

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- d. Providing a surety bond, provided that such surety bond has been issued by an insurance company that is satisfactory to the Company
- (2) Business service applicants may establish credit by meeting the requirements of the Company's Business Credit Evaluation Plan or of (1)b. or (1)d. preceding.
- (3) During the verification of an applicant's credit, the Company will permit service to be installed upon deposit by the applicant of an amount equal to applicable service charges and initial non-recurring charges applicable for service installation plus the estimated amount of the applicant's bill based upon one month's service. Such advance payment will be credited to the applicant's service account but does not relieve the applicant of his responsibility to subsequently establish credit in accordance with (1) or (2) preceding.

If credit is not so established, the Company may disconnect the service not sooner than seven (7) days after delivery or nine (9) days after mailing of written notice of intention to disconnect.

When a Customer's service has been disconnected in accordance with the above, service will not be reconnected until the Customer has established credit.

1.5.4.4 Existing Customers

- (1) A Customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with section 1.5.5 following when any of the following conditions occur:
 - a. During the first twelve months that a Customer receives service, the Customer pays late three times or has service disconnected by the Company for nonpayment two times
 - b. After the first twelve months that the Customer has received service, the Customer has had service disconnected twice by the Company or the Company provides evidence that the Customer used device or scheme to obtain service without payment.
 - c. After the first twelve months that a business Customer has received

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service, the business Customer pays late at least three times during any twelve month period.

- (2) Payment by the Customer of delinquent bills will not of itself relieve the Customer from the obligation of establishing his credit with respect to the account involved or with respect to any other account in connection with the same or any other class of service which the Company may be providing such Customer.
- (3) A Customer may be required to reestablish credit in accordance with 1.5.4.3 when the amount of service furnished or the basis on which credit was formerly established has significantly changed.
- (4) If a Customer fails to reestablish his credit as required by the Company his service may be disconnected not sooner than seven (7) days after delivery or nine (9) days after mailing of written notice of intention to disconnect.

1.5.4.5 Special rules for extending credit apply to political campaign service accounts, that is, accounts established by or on behalf of candidates for Federal, State, or Local office.

A. The Company will require an applicant for political campaign service to establish credit worthiness and if the applicant fails to establish credit worthiness, then the applicant will be required:

- (1) Make an initial deposit in an amount equal to two (2) times the average monthly bill for all regulated local exchange company services for the ensuing twelve (12) months, plus thirty percent (30%) of the estimated monthly charges; and
- (2) Provide security in the form of a Cash Deposit, a surety bond or an irrevocable bank letter of credit in an amount equal to the estimated billing for each two (2) month period. In the case of service for less than two months, the Company will require an applicant to make a deposit in an amount equal to the estimated billing for the entire service period.

B. The Company will require a political account to maintain its security on a continuing basis in an amount equal to the estimated billing for each two

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(2) month period.

If a political account fails to supply the full amount of security required, the Company may disconnect service not sooner than seven (7) days after delivery or nine (9) days after mailing of written notice of its intention to disconnect service.

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Easton Telecom Services Inc.

Local Exchange Services Tariff

P.U.C.O. Tariff No. 1

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1.5.4.6 Letter of Guarantee

Easton Telecom Services Inc.
3046 Brecksville Road
Richfield, Ohio 44286

Gentlemen:

In consideration of Easton Telecom Services Inc. ("Easton") providing telephone service to (name and address of Applicant (hereafter, called the "Customer")), and accepting this Letter of Guaranty in place of a deposit for security, I hereby guarantee payment of the Customer's final telephone bill if the service is disconnected. However, my liability will not exceed \$____ for which amount this shall be a continuing guarantee.

I waive communication and notice of Easton's acceptance of this Letter of Guaranty and acknowledge that I have received notice sufficient to obligate me a Guarantor in case Easton calls upon me to pay the final bill for telephone service furnished to the Customer.

Dated this ____ day of ____, 19__.

(Signature of Guarantor)
(Name of Guarantor),
(Telephone Number)

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1.5.5 Cash Deposits

1.5.5.1 Amount of Deposits

The amount of a deposit (U.S. currency) which an Applicant or Customer (see Definitions) may be required to pay to the Company as a means of establishing credit shall be determined as follows:

(A) Applicant

Business

An amount not to exceed the average of two (2) months of the Customer's estimated monthly billing for a twelve (12) month period based upon the average monthly bill for that class and type of service, plus thirty-percent (30%) of the estimated monthly service charges.

Residence (Applicant is not offering residential services at this time)

An amount not to exceed the average of two (2) months of the Customer's estimated monthly billing for a twelve (12) month period based upon the average monthly bill for that class and type of service, plus thirty-percent (30%) of the estimated monthly service charges.

(B) Customer

Business

An amount not to exceed the average of two (2) months of the Customer's estimated monthly billing for a twelve (12) month period based upon the average monthly bill for that class and type of service, plus thirty-percent (30%) of the estimated monthly service charges.

Residence (Applicant is not offering residential services at this time)

An amount not to exceed the average of two (2) months of the Customer's estimated monthly billing for a twelve (12) month period based upon the average monthly bill for that class and type of service, plus thirty-percent (30%) of the estimated monthly service charges.

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1.5.5.2 Initial Payment

The initial one-half (1/2) of the amount is due from an Applicant prior to installation and from a Customer within twelve (12) days of the date upon which the request for deposit was made. The remaining amount shall be spread equally over the next two (2) billing periods. At the option of the Applicant or Customer, the deposit may be paid on a more expedited schedule.

1.5.5.3 Adjustments to Deposit

The amount of a deposit may be adjusted on the basis of 1.5.5.1 preceding, at the option of the Customer, Applicant or the Company at any time when the character or degree of the Customer's use of the service has materially changed, or when it develops that the character or degree of such use will materially change, and such change is not temporary.

1.5.5.4 Interest to be Paid on Deposits

Interest at the percentage rate determined by the Commission compounded annually shall be paid by the Company on all deposits made for the purpose of establishing credit, but in no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the Customer as follows:

1. By credit to the Customer's account annually, or
2. By payment, no more than once in any 12 months' period, when requested by the Customer, or
3. By adding the accrued interest to the amount of the deposit at the time such deposit is refunded or applied to an unpaid bill of the Customer in accordance with Section 1.5.5.5 following.

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1.5.5.5 Refund or Application of Deposits

The Company will refund deposits, within twelve months, including accrued interest, upon surrender of the receipt of certificate of deposit properly endorsed, or delivery of a cancellation receipt for the deposit, if the Company so requests, when all of the following conditions occur:

- (a) The Customer has paid any past due bill for service owed to the Company.
- (b) Service has not been discontinued for nonpayment.
- (c) The Customer has not paid late three times or more.
- (d) The Company had not provided evidence that the Customer used a device or scheme to obtain service without payment.

Or any of the following occurs:

- (a) The Customer establishes credit by other means in accordance with Section 1.5.4 preceding,
- (b) The service is terminated and the bills are paid in full, or
- (c) The Applicant cancels the application for service and any charges incurred are paid in full.

When the service is terminated or the application is canceled and there are charges due the Company, the deposit plus interest will be applied to the charges, and the balance, if any, returned to the Customer or Applicant.

1.6 Billing / Payment**1.6.1 Customer Billing**

1.6.1.1 Bills will be issued once each month during a thirty (30) day period.

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- 1.6.1.2 Special bills for service may be issued to Customers (residence Customers only during the first twenty-four (24) months of their service and business Customers at any time) when charges exceed 175 percent of the average of the past three (3) months' long-distance charges or of the average long-distance charge for that class of service if three (3) months actual data is not available. These bills will carry a due date which is ten (10) days after the date that they are mailed or (7) days if delivered by hand. (Applicant is not offering residential services at this time.)
- 1.6.1.3 Services which are charged for at monthly rates are billed in advance for one month's service in all exchanges.
- 1.6.1.4 Services which are charged for at other than monthly rates are billed in arrears, except when payment for messages is made by cash deposit in the coin telephone.
- 1.6.1.5 An unused portion of a usage allowance (which is included in the monthly rate for certain services) in one monthly period cannot be used in any other monthly period nor will refund or credit be given.
- 1.6.1.6 Detailed call information, such as the time at which the call was made, and its destination will not be generally provided other than for long-distance telecommunications message service. Customers provided with additional detailed billing may be accessed detailed billing charges found in Section 2 of this tariff.
- 1.6.2 Payment of Charges for Service
- 1.6.2.1 The Customer is responsible for the payment of charges for all services furnished, including, but not limited to, all calls originated or accepted at a Customer's service location regardless of the carrier providing service.
- 1.6.2.2 Payment shall be in United States currency or by instruments so denominated and payable on demand at par in Commercial banks in the locality where facilities and service are furnished.
- 1.6.2.3 Payment is due on the due date shown on the bill and may be paid by mail to the authorized payment locations.
- 1.6.2.4 Charges for a message originated at a coin telephone shall be paid by cash deposit in the coin telephone unless other arrangements for billing have been made.
- 1.6.2.5 When Payment for service is made by check, a charge of \$15.00-\$30.00

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(min./max.) will be made by the Company for each check returned by a bank to the Company for reason of non-sufficient funds.

- 1.6.2.6 If the Customer remits to the Company on more than one occasion during a twelve (12) month period a check, draft, or other instrument which is dishonored, the Company may refuse acceptance of further checks and place the Customer on a guaranteed basis. Under a guaranteed basis, the Company may refuse acceptance of anything as payment other than money orders, cashier's checks, or guaranteed instruments denominated in U.S. dollars and guaranteed by or issued by a third party acceptable to the Company. The Company shall advise the Customer in writing of the restriction and of the various options available in paying by cash.

1.6.3 Late Payment Charge

- 1.6.3.1 A late payment charge of 1.5% per month shall apply to amounts shown on a monthly bill which remain unpaid after the due date referred to in 1.6.2 preceding, except that the charge is not applicable as specified in 1.6.4 following. The 1.5% is not applicable to the subsequent re-billing of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

1.6.3.2 Regulations

- A. The late payment charge will be waived for residential Customers once in each calendar year. (Applicant is not offering residential services at this time.)
- B. This charge does not apply to:
- (1) Amounts which are in dispute at the time the late payment charge would otherwise be applied;
 - (2) Federal excise tax or any other taxes levied by law directly on the Customer;

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- (3) Amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate tariffs or contracts.

- C. Credit, deposit and collection procedures outlined in this Section are not waived or foreclosed by the application of a late payment charge. The existence of a deferred payment agreement does not exempt a Customer from this charge.

1.6.4 Failure to Pay Charges for Service

- 1.6.4.1 A Customer is considered to be delinquent in the payment of a bill when the total amount due is not received on or before the due date printed on the bill.

- 1.6.4.2 When a Customer is delinquent in the payment of a bill, the Company may disconnect the service not sooner than seven (7) days after delivery or nine (9) days after mailing of written notice of intention to disconnect.

1.6.5 Restoral of Service

- 1.6.5.1 If any Customer's service is restored after having been disconnected in accordance with this tariff but a Company service order to terminate such service has not been completed when such service is restored, the Customer will be required to apply a restoral of services-charge specified in 2.13 of this tariff. Monthly service charges will not apply for the period between the disconnection and reconnection.

- 1.6.5.2 When a 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 reestablished only upon the basis of application for new service.

1.7 Termination, Discontinuation or Refusal of Service

1.7.1 A. DISCONNECTION OF SERVICE OTHER THAN TOLL SERVICE

- (1) For purposes of this section, all regulated telephone services provided by the Company, except toll service (if any), shall be defined as local service.
- (2) The Company may disconnect its Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be

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conducted pursuant to all applicable minimum telephone service standards.

- (a) 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 legal obligation to provide "only local" service to customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- (3) The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- (4) Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.

B. DISCONNECTION OF TOLL SERVICE (GENERALLY)

- (1) 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.
- (2) 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 other than the Company.
- (3) 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

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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 service, and to subscribers for toll service, 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.

- (4) 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:
 - (a) 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;
 - (b) must be available from the Company, by tariff, on a nondiscriminatory basis to all toll service providers; and
 - (c) may consist of either a depicing mechanism or else a selective toll blocking service.
- (5) Neither purchase of the toll service provider's accounts receivable by the Company, nor a requirement that the Company shall 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.

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- C. TOLL DISCONNECTION SERVICE OFFERINGS AVAILABLE ON A NONDISCRIMINATORY BASIS TO ALL TOLL SERVICE PROVIDERS IN AREAS WHERE IMPLEMENTATION OF INTRALATA EQUAL ACCESS HAS OCCURED.

The Company provides each of the following toll disconnection services, which are available on a nondiscriminatory basis (including rates) to all toll service providers in areas where implementation of intraLATA equal access has already occurred:

- (1) All forms of toll disconnection that the Company itself utilizes in connection with its own provision, if any, of toll service
 - (a) Service may be terminated prior to the expiration of the minimum contract period upon notice being given the Company ten days in advance and upon payment of the termination charges given below in addition to all charges due for service which has been furnished.
 - (b) Service may be terminated after the expiration of the minimum contract period upon the Company being notified ten (10) days in advance and upon payment of all charges due to the date of termination of the service.

and

- (2) DePICing Service (Maximum Charge \$5.00)

and

- (3) Selective, Company-specific, Toll blocking Service.

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- 1.7.1.1 The Suspension of discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- 1.7.1.2 Upon the Company's discontinuance of service to the Customer under 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.
- 1.8 Cancellation of Service
- 1.8.1 Cancellation of Application for Service
- 1.8.1.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified herein. Applicant recognizes a 72 hour cooling-off period, for home solicitation sales, whereby a Customer may cancel a contract within the first 72 hours without any penalty.
- 1.8.1.2 Where, prior to cancellation by the 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 service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 1.8.1.3 The special charges described in 1.8.1.1 and 1.8.1.2 will be calculated and applied on a case-by-case basis.

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1.8.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 1.10 below), 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 1.6 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, and
- 4) any termination liability for early termination

1.9 Miscellaneous**1.9.1 Special Conditions or Requirements**

Where special conditions or special requirements of a Customer involve unusual construction or installation cost, the Customer may be required to pay a reasonable proportion of such costs.

1.9.2 Telephone Numbers

The Customer has no property right in the telephone number. The Company may change the telephone number of a Customer for engineering, technical, or other reasons. However, it will not change a telephone number as a penalty or to enforce payment for Company directory advertising charges.

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1.9.3 Ownership and Access to Facilities

Facilities furnished by the Company remain the property of the Company until transferred or abandoned. The Customer shall provide employees and agents of the Company access to Company facilities, at all reasonable times, for the purpose of installing, rearranging, repairing, maintaining, inspecting, disconnecting, removing, or otherwise servicing such facilities.

1.9.4 Installation, Rearrangement, Repair Maintenance, Disconnection and Removal of Facilities

All facilities furnished by the Company will be installed and maintained by it, except where such facilities are situated, in the judgement of the Company, in hazardous or inaccessible locations.

Customers may not rearrange, disconnect, remove, or otherwise tamper with, or permit others to rearrange, disconnect, remove, or tamper with any facilities furnished by the Company, authorized in this tariff, except with the Company's written consent or as otherwise specified in this tariff.

1.9.5 Transfer and Assignments

Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the Company and payment of the applicable charges.

1.9.6 Notices and Communications

1.9.6.1 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.

1.9.6.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

1.9.6.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills

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mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following 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.

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

1.10 Allowances for Interruptions of Service

1.10.1 Credit for Interruptions

When the use of service of facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 12 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Service outages between 12 and 24 hours in duration shall receive a credit for 24 hours. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

1.10.2 Restrictions on Allowances

No credit allowance will be made for:

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- (a) interruptions due to the negligence or willful act of the Customer, Authorized-User or Joint-User, including but not limited to noncompliance with the provisions of this tariff;
- (b) interruptions due to the failure or malfunction of Customer provided facilities or the failure or malfunction of any other non-Company equipment;
- (c) interruptions due to electric power failure where the Customer furnishes such electric power;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

1.10.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service.

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2. **SERVICES**2.1 **Application of Rates**2.1.1 **Introduction**

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff. An application for service, whether made orally, in writing, or by use of service, establishes a contract between the Company and the Customer pursuant to the terms and conditions included within this tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred to a third party by the Customer, without the Company's written approval.

2.1.2 **Charges Based on Duration of Use**

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

- (a) Calls are measured in durational increments identified for each service. All calls held for a fraction of a measurement increment are rounded-up to the next whole measurement unit.
- (b) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls starts with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (c) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

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- (d) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call and will be billed according to applicable eastern standard or eastern daylight savings time.

2.1.3 Rates Based Upon Distance

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

Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set or geographic coordinates, as references in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number. The airline distance between any two rate centers is determined as follows:

- (a) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- (b) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- (c) Square each difference obtained in step (b) above.
- (d) Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
- (e) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (f) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

(g) FORMULA =
$$\sqrt{(V1 - V2)^2 + (H1 - H2)^2}$$

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2.2 Service Area**2.2.1 Exchange Access Service Area**

Exchange access services are provided in limited geographic areas. Exchange access services are available only in the following geographic locations:

Ameritech's service areas throughout Ohio (See Page 92).

The Company's service area description above in no way compels the Company to provide any service in an area where facilities or other technical factors limit the Company's ability to provide such services.

2.2.2 Company Defined Access Areas

Company provided Exchange Access Services are offered in three general access areas. Customers of Exchange Access Services are grouped into one of three Access Areas from which rates for Exchange Access Services differ. Customers are grouped into either Access Area B, C, or D (determined by the exchange in which the Customer's premises is located).

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2.3 Exchange Access Service**2.3.1 General**

Exchange Access Service provides a Customer with a voice-grade communications channel and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- (a) receive calls from other stations on the public switched telecommunications network;
- (b) access other services offered by the Company as set forth in this tariff;
- (c) access certain interstate and international calling services provided by the Company;
- (d) access (at no additional charge) the operators contracted for by the Company;
- (e) access (at no additional charge) emergency services by dialing 0- or 9-1-1;
- (f) access services provided by other common carriers which interconnect with the Company pursuant to tariff, contract or in some other Company approved manner.

2.3.2 Service Ordering Charges

Service ordering charges are applied to Customers upon a request for service pursuant to Section 2.1.1 preceding and when a Customer requests subsequent changes in his/her service which require facility changes, software changes, and/or Customer account changes.

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2.3.3**Service Ordering Charges--Rate Schedule**

(Applicant is not offering residential services at this time)

	<u>Residence</u> (min./max.)	<u>Business</u> (min./max.)
Service Establishment Charge (This charge applies when the Company initially establishes the Customer's account for any service provided by the Company. This charge is applied in addition to any other monthly, installation, or non-recurring charge which is associated with the service the Customer orders.)		
-per order	\$5.00-\$100.00	\$5.00-\$100.00
-line connection (per line)	\$5.00-\$100.00	\$5.00-\$100.00
Add / Change Charge (This charge applies anytime a Customer requests that his/her service or class of service be changed. This charge may be applied to a service as many times as the Customer requests that his/her service be changed and is charged in addition to any other monthly or installation charge which is associated with the service the Customer orders.)		
-per order	\$5.00-\$100.00	\$5.00-\$100.00
-line connection (per line)	\$5.00-\$100.00	\$5.00-\$100.00
Returned Checks (When payment for service is made by check, a charge will be made by the Company for each check returned by a bank to the Company for reason of non-sufficient funds.)		
-per check	\$15.00-\$30.00	\$15.00-\$30.00

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2.3.4 Basic Exchange Access Service

Basic Exchange Access Service provides the Customer with a single, voice-grade communications channel connecting the Customer's premises and the Company's, or the Company's designated Carrier's, central office. Basic Exchange Access Service provides the Customer with access to the switched network for purposes of placing and receiving calls.

Basic Exchange Access Service Customers are entitled to a voice-grade communications channel. Customers are not guaranteed a communications path capable of supporting data transmissions.

2.3.5 Basic Exchange Access Services--Rate Schedule

Rates for Basic Exchange Access Services are based upon class of service (as set forth in this tariff's "Definitions" section) and access area as defined in Section 2.2.2). All rates in this Section are applied monthly unless specifically identified otherwise.

	<u>Access Area</u>		
	<u>Area B</u> (min./max.)	<u>Area C</u> (min./max.)	<u>Area D</u> (min./max.)
Residential Single Line (Applicant is not offering residential services at this time)	\$5.00-\$40.00	\$5.00-\$40.00	\$5.00-\$40.00
Residential Multi-Line (Applicant is not offering residential services at this time)	\$5.00-\$40.00	\$5.00-\$40.00	\$5.00-\$40.00
Business Single Line	\$5.00-\$50.00	\$5.00-\$50.00	\$5.00-\$50.00
PBX Trunk	\$5.00-\$50.00	\$5.00-\$50.00	\$5.00-\$50.00

These charges apply to Basic Exchange Access Services in addition to the charges found in Section 2.3.6.

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2.3.6 Additional Charges Applied to Basic Exchange Access Services

In addition to the charges for Basic Exchange Access Services described in Section 2.3.5 preceding, the following charges apply to each individual Exchange Access Service line unless otherwise specified.

- (a) The End User Common Line Charge applies in addition to the monthly Basic Exchange Access Services rate described above.
- (b) The 911 telecommunications Service Surcharge
- (c) Any applicable municipal, state or federal taxes, franchise fees or other charges.
- (d) Casual traffic charges that are derived from third party call (e.g., 10XXX, 900/976, third party calls initiated by Customer through Applicant's system) are trafficked over Applicant's system.

2.4 Local Usage Service**2.4.1 General**

Local usage services provide Customers subscribing to the Company's Exchange Access Service the ability to place calls to and receive calls from parties located in the Company's Local Usage Service Area described in Section 2.4.2.

2.4.2 Local Usage Service Area

The Company's Local Usage Service Area is separated into three distinct rate categories or "rate bands." Local Usage Services are grouped into three rate bands defined as Rate Bands B, C, and D. Rate Bands B, C, and D define the approximate mileage of the call, with Band B calls being calls of the shortest distance and Band D calls being the longest distance. Any local call made from an exchange within which the Company provides Exchange Access Services to another exchange within which the Company provides Exchange Access Service will be rated as either Band B, C, or D. Usage charges vary by band, time of day, and duration for all calls. See (1) Section 2.2.2 for a full description and (2) Page 127.

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2.4.3 Local Usage Service--Rate Schedule

All Local Usage Service Rates are applied per minute of use as follows unless otherwise specified. End user contracts are effective upon day of signing and will be filed with the P.U.C.O. within ten (10) days of signing. End user contracts and carrier-to-carrier initial contracts and amendments will be subject to the P.U.C.O. rules in 95-845-TP-COI at pages 41-43. Carrier-to-carrier arrangements are included in Section 2.4.4.1 below.

2.4.3.1 Residential Local Usage Service
Local Usage Bands

	<u>Band B</u> (min./max.)	<u>Band C</u> (min./max.)	<u>Band D</u> (min./max.)
Residential Local Usage Service:	\$0.02-\$2.00	\$0.02-\$2.00	\$0.02-\$2.00

(Local usage originating via a Company-provided, Residential Exchange Access Service)
(Applicant is not offering residential services at this time)

2.4.3.2 Operator Assisted Local Usage

Operator Assisted Local Usage:	\$0.02-\$0.30	\$0.02-\$0.30	\$0.02-\$0.30
-----------------------------------	---------------	---------------	---------------

(Local usage originating via a Company-provided, Exchange Access Service utilizing the assistance of either an automated or live operator.)

**2.4.3.3 Measured Rate Services
Local Message Chart Schedule**

<u>Rate Mileage</u>	<u>Initial Minute or Fraction Thereof</u> (min./max.)	<u>Additional Minute or Fraction Thereof</u> (min./max.)
0-10	\$0.01-\$0.15	\$0.01-\$0.20
11-22	\$0.01-\$0.20	\$0.01-\$0.30
23 and over	\$0.01-\$0.25	\$0.01-\$0.35

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2.4.3.4 Local Calling Plus

When ordered by the Public Utilities Commission of Ohio between specific exchanges, all rules and regulations for local message charges for Measured Rate Service are applicable to local Calling Plus. However, Measured Rate Service is not required to take advantage of Local Calling Plus. It is available to all measured and message service non-residence customers.

Local Calling Plan Charge Schedule

<u>Rate Mileage</u>	<u>Initial Minute or Fraction Thereof (min./max.)</u>	<u>Additional Minute or Fraction Thereof (min./max.)</u>
0-10	\$.01-\$0.20	\$.01-\$0.20
11-22	\$.01-\$0.20	\$.01-\$0.20
23 and over	\$.01-\$0.20	\$.01-\$0.20

2.4.3.5 Message Rate Services

Message Rate Service consists of fixed monthly rate for usage packages which include a monthly local usage allowance in the monthly rate. Each local call is charged on a message unit basis and an additional charge is made for local messages in excess of the allowance. The allowance, if not used during one month, is not credited to the Customer's account for any other month.

Rates and Charges

	<u>Usage Package Monthly Rate (min./max.)</u>
Non-Residence Non-Rotary	\$2.00-\$15.00
Non-Residence Rotary	\$2.00-\$15.00
Non-Residence PBX Trunk	\$2.00-\$15.00
Residence Individual	\$2.00-\$15.00
(Applicant is not offering residential services at this time)	

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2.4.3.5 Local Message Allowances and Charges

The monthly rates for usage packages associated with message rate services include the number of local messages specified below:

- | | | |
|-----|--|---------------|
| (a) | All non-residence, per usage package | 73 |
| (b) | The charge per additional local message is | \$0.05-\$3.50 |

2.4.4 Additional Discounts

These additional discount plans apply to residential (Applicant is not offering residential services at this time) and business customers' basic usage rates. Tariff Discounts are applied to the base tariff rates before any other discounts are applied.

Volume Discounts
(min./max.)

<u>Revenue</u>	<u>Month-To-Month</u>	<u>One (1) Year Term</u>
\$0-250	0%-10%	2%-12%
\$250-500	3%-13%	5%-15%
\$500-700	5%-15%	7%-17%
\$750-1,000	7%-17%	9%-19%
\$1,000-2,000	10%-20%	11%-21%
\$2,000-3,000	11%-21%	13%-23%
More Than \$3,000	12%-35%	14%-40%

2.4.4.1 Resold Switched Access Service - Available only to carriers

Resold Switched Access Service, which is not available at this time to Customers for their use in furnishing their services to End Users, will provide a two-point communications path between a Customer's Premises and an End User's Premises. It will provide for the use of common terminating, switching, and transport facilities. Resold Switched Access Service will provide the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminated calls from a Customer's Premises location to an End User's Premises. Rates and charges are not included at this time.

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2.4.4.2 Interconnection

Section 2.4.4.2 will be available only to carriers which are certified by the P.U.C.O. to provide intrastate local exchange services.

Local Traffic Exchange

Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the P.U.C.O. to provide local exchange service; (b) originate and terminate within a local calling area of the Company.

2.4.4.3 Resale/Resold Services

Section 2.4.4.3 is available only to carriers which are certified by the P.U.C.O. to provide intrastate local exchange services.

There are no prohibitions or limitations on the resale of services. Prices for resold services appear in the price lists attached to this tariff.

2.5 Optional Exchange Access Service Enhancement Features--Rate Schedule**2.5.1 General**

Services in this section may be purchased in addition to a Company-provided Exchange Access Service. These features are available only when purchased in combination with a Company provided Exchange Access Service.

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2.5.2 Optional Exchange Access Service Enhancement Features--Rate Schedule

(Applicant is not offering residential services at this time)

Rates in this section are applied on a monthly basis unless otherwise specified:

	<u>Residence</u> (min./max.)	<u>Business</u> (min./max.)
CALL WAITING (Provides a tone signal when a second call is coming in on a busy line.)	\$1.80-\$30.00	\$1.80-\$30.00
CALL FORWARDING - Variable (Permits a Customer to automatically transfer all incoming calls to another dialable telephone number. In addition to these charges, local usage charges as detailed in Section 2.4.2 will apply.)	\$1.80-\$20.00	\$1.80-\$20.00
THREE-WAY CALLING (Adds a third party to an established connection without operator assistance.)	\$1.80-\$20.00	\$1.80-\$20.00

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2.5.2 Optional Exchange Access Service Enhancement Features--Rate Schedule
(continued)

	<u>Per Activation</u> (min./max.)	<u>Per Activation</u> (min./max.)
ALL TRACE	\$1.80-\$10.00	\$1.80-\$10.00

(This feature will, upon successful Customer activation, automatically trace the telephone number of the line used for the last call received by the Customer. Call Trace is provided to Customers whose basic exchange access service includes only Residence lines. The traced number will not be provided to the Customer by the Company, but it will be provided to law enforcement officials upon the written request of the Customer. Applicant is not offering residential services at this time.)

DISTINCTIVE RINGING	\$1.60-\$16.00	\$1.60-\$16.00
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(This feature allows a Customer to designate up to ten telephone numbers from which incoming calls will have a distinctive ring. For Customers with call waiting, a distinctive call waiting signal will be received if a call from one of the designated telephone numbers is waiting.)

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2.5.2 Optional Exchange Access Service Enhancement Features--Rate Schedule
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	<u>Residence</u> (min./max.)	<u>Business</u> (min./max.)
CALL SCREENING (Customer can designate 10 numbers from which incoming calls will be connected to a pre-recorded announcement that calls are not being taken now.)	\$1.85-\$12.00	\$1.85-\$12.00
CALLER ID (This central office feature provides for the display of the incoming telephone number on a Customer provided display device attached to the Customer's telephone line or on a Customer-provided telephone or answering machine with a built-in display screen. The Caller ID feature will forward the calling number from the appropriately equipped terminating central office to the Customer-provided display device. The Company will forward all telephone numbers subject to technical limitations.)	\$2.00-\$15.10	\$2.00-\$15.10
CALLER ID WITH NAME (This central office feature is only offered to Customers being served by appropriately equipped central offices and subscribing to caller ID. This feature provides for the display of the listed name associated with the telephone number from which the call is being made. The name will be delivered to a Customer-provided display device. The Company will forward all calling names subject to technical limitations.)	\$4.00-\$10.00	\$4.00-\$10.00

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2.5.2 Optional Exchange Access Service Enhancement Features--Rate Schedule
(continued)(Applicant is not offering residential services at this time)

<u>Residence</u>	<u>Business</u>
(min./max.)	(min./max.)

MULTI RING SERVICE

(Multi ring service is a local exchange telecommunications service that enables a Customer to have as many as three telephone numbers associated with a single line. Customers subscribing to this service will be able to receive calls dialed to two or three separate numbers without having a second or third access line. Distinctive ringing will be provided for each of the additional telephone numbers to facilitate identification of incoming calls. A distinctive Call Waiting tone for each additional telephone number will be provided, where facilities permit, to Customers subscribing to the Call Waiting feature of Custom Calling Service.)

1st Line	\$1.75-\$25.00	\$1.75-\$25.00
2nd Line	\$1.75-\$25.00	\$1.75-\$25.00

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2.5.2 Optional Exchange Access Service Enhancement Features--Rate Schedule
(continued)(Applicant is not offering residential services at this time)

	<u>Residence</u> (min./max.)	<u>Business</u> (min./max.)
BUSY LINE TRANSFER	\$0.45-\$5.51	\$0.45-\$5.51

(In the event that the called telephone number is busy, this feature automatically forwards incoming calls to a predetermined telephone number served by the same central office switch, or provides inter-switch forwarding to a predetermined, dialable telephone number where technically available. If incoming calls are transferred to a number served by the same or a different central office switch, multiple calls will be transferred simultaneously provided that there are sufficient facilities to accept the calls. Additional local usage charges can apply [see Section 2.4.2]. This feature is not compatible with Call Waiting or Direct Inward Dialing Service.)

ALTERNATE ANSWERING	\$0.45-\$6.51	\$0.45-\$6.51
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(In the event that the telephone number is not answered within the Company-designated parameters, normally three to four rings, this feature automatically forwards incoming calls to a predetermined telephone number or a different central office switch. Multiple calls will be transferred simultaneously provided there are sufficient facilities to accept the calls.)

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2.5.2 Optional Exchange Access Service Enhancement Features--Rate Schedule
(continued)(Applicant is not offering residential services at this time)

	<u>Residence</u> (min./max.)	<u>Business</u> (min./max.)
CUSTOMER CONTROL OPTION (Allows the Customer to activate/ deactivate the Busy Line Transfer and Alternate Answering features and to change the number to which the calls are forwarded.)		
Busy Line Transfer	\$0.75-\$7.50	\$0.75-\$7.50
Alternate Answering	\$0.75-\$7.50	\$0.75-\$7.50
MESSAGE WAITING TONE (Allows an audible signal, stutter dial tone, to be present on the line when a message is waiting.)	\$0.75-\$7.50	\$0.75-\$7.50
EASY CALL (Provides automatic dialing of a number when the Customer's line is taken off-hook, at 7 second intervals.)	\$3.25-\$5.75	\$3.25-\$5.75
SPECIAL DELIVERY SERVICE (When a busy or don't answer condition exists on an outgoing call, this feature automatically forwards the calling party to a pre-determined telephone number.)	\$0.50-\$10.00	\$0.50-\$10.00

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2.5.2 Optional Exchange Access Service Enhancement Features--Rate Schedule
(continued)(Applicant is not offering residential services at this time)

	<u>Residence</u> (min./max.)	<u>Business</u> (min./max.)
CALL CONTROL (Available with Residence Basic Exchange Access Service and Residence ISDN service. Customer has the ability to screen outgoing call, the block or allow calls. This feature can be activated and deactivated and provides a PIN number to the subscriber. Customer can block long-distance. Operator Assisted, specific telephone numbers, prefix and/or area codes, and/or all outgoing calls. Applicant is not offering residential services at this time.)	\$2.00-\$12.10	\$2.00-\$12.00
REMOTE CALL FORWARDING (Remote Call Forwarding [CO Based], provides a method to automatically transfer all incoming calls to another dialed number at all times. The dialable number is user defined. The dialed number can be either 7 or 10 digit numbers [POTS] and can be changed via a service order. No physical telephone is required at the subscribed dialed number. [Business Service Ordering and Line Connection Charges apply.]	\$5.00-\$95.00	\$5.00-\$95.00
900 SPECIAL ACCESS CODE BLOCKING (Blocks access from a Company-provided Exchange Access Service to Customer dialed 900 numbers.)	\$0.00	\$0.00
976 PREFIX BLOCKING SERVICE (Blocks access from a Company-provided Exchange Access Service to Customer dialed 976 numbers.)	\$0.00	\$0.00

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2.5.2 Optional Exchange Access Service Enhancement Features--Rate Schedule
(continued)(Applicant is not offering residential services at this time)

	<u>Residence</u> (min./max.)	<u>Business</u> (min./max.)
INTERNATIONAL BLOCKING	\$0.65-\$9.45	\$0.65-\$9.45

(The International Blocking Service [IBS] is an optional end user service that provides end office blocking of 011+, 10XXX011+ and 101XXXXX011+ dialed calls. Originating 011+, 10XXX011+ and 101XXXXX011+ dialed calls from exchange lines provisioned with the IBS will be blocked and routed to a recorded announcement. There is a nonrecurring charge for installing IBS on new or existing exchange lines or trunks that is in addition to any other local exchange nonrecurring charges that may apply.)

	<u>Per Activation</u> (min./max.)	<u>Per Activation</u> (min./max.)
AUTOMATIC CALL BACK	\$0.55-\$10.25	\$0.55-\$10.25

(Allows a Customer to return most recent incoming calls whether answered or not. If the line to which the request is made is idle, the calls go through; if the line is busy, the automatic callback continues to attempt until the line is free. The request is deactivated after 30 minutes or six unanswered ring backs if the call is not completed.)

REPEAT DIALING	\$0.55-\$10.25	\$0.55-\$10.25
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(Allows a Customer, by dialing a particular code, to redial a dialed number a specified number of times or until a party answers the call.)

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Easton Telecom Services Inc.
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2.6 Operator Assistance Surcharges**2.6.1 General**

Operator Assistance Surcharges apply when a Customer utilizes either an automated or live Company-provided operator for purposes of completing or billing a call. Operator Assistance Surcharges apply in addition to either local usage or long-distance usage services as identified in Section 2.4.3 or 2.14 or this tariff.

**2.6.2 Operator Assistance Surcharges--Rate Schedule
(Applicant is not offering residential services at this time)**

	<u>Residence</u> (min./max.)	<u>Business</u> (min./max.)
PERSON-TO-PERSON (Operator assists caller by beginning to bill the call only when a specifically identified party answers the phone.)	\$1.50-\$9.75	\$1.50-\$9.75
BILLED TO A THIRD NUMBER (Operator assists the caller by billing the call to a verified number other than the station number from which the call is being made or by which the call is received.)	\$0.55-\$9.00	\$0.55-\$9.00
COLLECT CALLS (Operator assists the caller by verify charges with, and billing the call to, the party receiving the call.)	\$0.45-\$6.50	\$0.45-\$6.50
CALLING CARD ASSISTANCE (Either operator assisted or Customer dialed calls can be accepted, billed, and or completed on a call basis upon information pertaining to a billable calling card.)		
Automated Assistance (where available)	\$0.15-\$4.80	\$0.15-\$4.60
Non-Automated Assistance	\$0.45-\$6.00	\$0.45-\$6.00

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2.6.2

Operator Assistance Surcharges--Rate Schedule

(continued)(Applicant is not offering residential services at this time)

	<u>Residence</u> (min./max.)	<u>Business</u> (min./max.)
SENT - PAID / OPERATOR ASSISTED	\$0.20-\$5.50	\$0.20-\$5.50
(Operator Assistance provided to stations capable of accepting pre-payment by terms of coin or non-calling card credit arrangements.)		
BUSY LINE VERIFICATION	\$0.20-\$5.50	\$0.20-\$5.50
(Operator assists caller by verifying the busy status of an exchange access line. Charged for each verification.)		
BUSY LINE VERIFY AND INTERRUPT	\$0.35-\$6.00	\$0.35-\$6.00
(Operator assists caller by first verifying the busy status of an exchange access line and then by interrupting the communications on the line to alert the communicating parties of the caller's need to reach the busy line.)		
LINE BACKER	\$0.50-\$6.50	\$0.50-\$6.50
(Outside wire service and repair provided to Customer based upon a monthly flat fee.)		

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2.7 Directory Services**2.7.1 General**

Directory services allow Customers to customize the manner in which their Company assigned telephone numbers appear in published directory and/or are used by dialable directories and Company operators. This section applies only to services provided by the Company. (See Sections 1.2.16 and 1.2.17 pertaining to the Company's liability for Customer information and its appearance in a public directory.)

2.7.2 Directory Services--Rate Schedule

(Applicant is not offering residential services at this time)

	<u>Residence</u> (min./max.)	<u>Business</u> (min./max.)
ALPHABETICAL DIRECTORY LISTING	\$0.00	\$0.00

(One listing, without charge, is provided in the alphabetical section of the directory of the local exchange area in which the Customer's premises is located. This listing is termed the primary listing and is provided for each line provided pursuant to the Company's Exchange Access Service. Where two or more lines are arranged to hunt, all of those lines so arranged constitute a separate Customer service.)

EXTRA LISTINGS

(An Extra Listing is any listing of a name or information in connection with a Customer's access line number beyond that provided pursuant to the Alphabetical Directory Listing Service provided above.)

Per month for each listing	\$0.63-\$12.75	\$0.63-\$12.75
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2.7.2

Directory Services--Rate Schedule

(continued)(Applicant is not offering residential services at this time)

<u>Residence</u>	<u>Business</u>
(min./max.)	(min./max.)

PRIVATE LISTING

(A telephone number which is not listed in either the directory assistance records or the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Customers.)

Per month for each listing:	\$0.65-\$6.40	\$0.65-\$6.40
-----------------------------	---------------	---------------

SEMI-PRIVATE LISTING

(A telephone number which is not listed in the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Service Customers. The telephone number is listed in the directory assistance records and will be furnished upon request of the calling party.)

Per month for each listing:	\$0.65-\$6.40	\$0.65-\$6.40
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2.7.2

Directory Services--Rate Schedule

(continued)(Applicant is not offering residential services at this time)

<u>Residence</u> (min./max.)	<u>Business</u> (min./max.)
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**DIRECTORY ASSISTANCE
CALL**

(D.A. Call services furnish the Customer with either automated or operator assisted access to the Company's Directory Services database on a dial-up basis. A maximum of two number requests will be accommodated per D.A. Call service call.)

Per Call	\$0.20-\$2.30	\$0.20-\$2.30
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INFORMATION CALL COMPLETION

(Information Call Completion [ICC] is available as an add-on to the Company's D.A. Call service. ICC allows the Customer to connect directly to a number requested via the Company's D.A. Call service by means of operator dialing.)

Per Call Completed	\$0.20-\$2.30	\$0.20-\$2.30
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(Mobile telephone service Customers will only be eligible for ICC service if an alternate billing option is used, i.e., calling card, billed-to-third number, collect and person-to-person special handling. However, should a mobile carrier request the option, the Company will provide ICC to a mobile carrier on a sent-paid basis.)

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2.8 Integrated Services Digital Network (ISDN) Services
2.8.1 General

Provides integrated voice/data communications capability for transmission and combination of circuit switched voice/data and packet switched data signals on an incoming and outgoing basis over a single ISDN line. This service requires two 64 Kbps "B" channels to transmit any combination of Circuit Switched Voice/Data or high speed Packet Switched Data and one "D" channel to carry network signaling and user originated Packet Switched data at speeds up to 9.6 Kbps (2B+D). It is available from specially equipped digital switching equipment located in the Company's central offices (or in the offices of a Company affiliated supplier/carrier) and where facilities permit and where capacity is available within specified distances from the serving central office. A maximum of 8 devices may be connected directly to an ISDN line and only 2 of these devices are permitted to access the two "B" channels.

**2.8.2 Integrated Services Digital Network (ISDN) Services--Rate Schedule
(Applicant is not offering residential services at this time)**

	<u>Residence</u>		<u>Business</u>	
	<u>Monthly</u>	<u>Install</u>	<u>Monthly</u>	<u>Non-</u>
	<u>Rate</u>	<u>Charge</u>	<u>Rate</u>	<u>Recurring</u>
	(min./max.)	(min./max.)	(min./max.)	(min./max.)
ISDN C.O. Term.	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00
ISDN Direct C.O.	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00
ISDN National/Direct				
Access Area B	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00
Access Area C	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00
Access Area D	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00
Distance Extension Charge for Customers beyond normal transmission range, per line	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00

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Easton Telecom Services Inc.*Local Exchange Services Tariff*

P.U.C.O. Tariff No. 1

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2.8.2

Integrated Services Digital Network (ISDN) Services--Rate Schedule

(continued)(Applicant is not offering residential services at this time)

	<u>Residence</u>		<u>Business</u>	
	Monthly <u>Rate</u> (min./max.)	Install <u>Charge</u> (min./max.)	Monthly <u>Rate</u> (min./max.)	Non- Recurring <u>Charge</u> (min./max.)
Circuit Switched Service Element per "B" Channel, VOICE	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00
Circuit Switched Service Element per "B" Channel, DATA	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00
Additional Call Offering	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00
Additional Multiple Call Appearances, Each	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00
Intercom Calling	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00
Secondary Telephone Numbers, Each	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00
Station Controlled Conferences - 6 Port	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00
Message Waiting Indicator, Each	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00
On Demand Packet Switched Data "B" Channel	\$8.25-\$135.00	\$8.25-\$135.00	\$8.25-\$135.00	\$8.25-\$135.00
Alternate Circuit Switched Voice/Data	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00

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Robert E. Mocas
President
Easton Telecom Services Inc.
3046 Brecksville Road
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2.8.2 Integrated Services Digital Network (ISDN) Services--Rate Schedule
(continued)(Applicant is not offering residential services at this time)

	<u>Residential</u>		<u>Business</u>	
	<u>Monthly</u> <u>Rate</u> (min./max.)	<u>Install</u> <u>Charge</u> (min./max.)	<u>Monthly</u> <u>Rate</u> (min./max.)	<u>Non-</u> <u>Recurring</u> <u>Charge</u> (min./max.)
Packet Switched Data "B" Channel <i>Standard Capabilities and features, per "B" Channel equipped.</i>	\$80.00-\$350.00	\$80.00-\$350.00	\$80.00-\$350.00	\$80.00-\$350.00
Packet Switched Data "D" Channel <i>Standard Capabilities and features, per "D" Channel equipped</i>	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00
Subsequent Changes for Circ. Voice and/or Circuit Switched Data and/or Packet Switched Data rearrangements to add line appearances or move line or feature appearance, per line per occasion.	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00	\$5.25-\$95.00

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President
Easton Telecom Services Inc.
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2.9 Direct Inward Dial (DID) Service2.9.1 General

DID is a service which permits incoming dialed calls to be dialed directly by a calling party station associated with a switching system located on the Carrier's Customer Premises. These lines support inbound calling traffic only.

2.9.2 Direct Inward Dial Service--Rate Schedule**Business**

	<u>Monthly Rate</u> (min./max.)	<u>Non- Recurring Charge</u> (min./max.)
DID Trunk Termination Charges		
Common Equipment, per DID Trunk Group	\$10.00-\$80.00	\$10.00-\$550.00
Each DID trunk termination in Central Office, per trunk	\$10.00-\$28.00	\$100.00-\$550.00
Each DID trunk termination in Central Office arranged for Touch-Tone signaling	\$10.00-\$55.00	\$10.00-\$55.00
Subsequent additions, deletions or rearrangements of DID trunk terminations in addition to above charges, per occasion.	\$100.00-\$450.00	\$100.00-\$450.00

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President
Easton Telecom Services Inc.
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2.9.2 Direct Inward Dial Service--Rate Schedule
(continued)**Business**

<u>Monthly</u> <u>Rate</u> (min./max.)	<u>Non-</u> <u>Recurring</u> <u>Charge</u> (min./max.)
--	---

DID Number Charges

Each group of 10 Assigned DID
station numbers or fraction thereof,
each group

\$0.85-\$300.00	\$0.85-\$300.00
-----------------	-----------------

Each group of 10 Reserved DID
station numbers or fraction thereof,
each group

\$0.85-\$300.00	\$0.85-\$300.00
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DID Service from a Remote Central Office

Mileage charges apply in addition to
the rates specified preceding. Mileage
charges are those specified for Foreign
District Service as appropriate.

Each new installation, addition, or
rearrangement of trunks which provide
DID service from a Remote Central
Office, per occasion

\$0.85-\$300.00	\$0.85-\$300.00
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President
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2.10 2-Way Direct Inward Dialing (DID) with Call Transfer**2.10.1 General**

2-Way Direct Inward Dialing (DID) with Call Transfer is a service that permits incoming calls to reach Customer provided equipment, without the assistance of an attendant, and allows the transfer of those calls to another line. Touch-Tone is a standard feature of this service.

2.10.2 2-Way Direct Inward Dialing (DID) with Call Transfer--Rate Schedule

		Business	
		Monthly	Non-
		<u>Rate</u>	Recurring
		(min./max.)	<u>Charge</u>
			(min./max.)
<u>Access Area</u>			
1.	With initial DID Service - per Trunk Group	\$100.00-\$285.00	\$100.00-\$285.00
2.	Subsequent to Establishment of DID Service - per Trunk Group	\$100.00-\$285.00	\$100.00-\$285.00
3.	2-Way DID Trunk with Call Transfer	\$8.00-\$37.00	\$8.00-\$37.00
<u>All Areas</u>			
1.	Change in Outpulsing, Start Dial or Signal Type - per Trunk Group	\$12.00-\$79.00	\$12.00-\$79.00
2.	Change or Redesign in Signaling or Transmission Interface - per Occurrence	\$95.00-\$285.00	\$95.00-\$285.00

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2.10.2 2-Way Direct Inward Dialing (DID) with Call Transfer--Rate Schedule
(continued)

		Business	
		Monthly	Non-
		<u>Rate</u>	Recurring
		(min./max.)	<u>Charge</u>
			(min./max.)
CONVERSIONS			
<u>All Areas</u>			
1.	Of entire DID Trunk Group to 2-Way DID or entire 2-Way DID Trunk Group to DID	\$100.00-\$470.00	\$100.00-\$470.00
2.	Of individual DID trunks to a new 2-Way DID Trunk Group, per Trunk Group	\$120.00-\$485.00	\$120.00-\$485.00
3.	Change in Outpulsing, Start Dial, or Signal Type, per trunk group	\$20.00-\$85.00	\$20.00-\$85.00
4.	Change or redesign in Signaling or transmission Interface - per Occurrence	\$110.00-\$385.00	\$110.00-\$385.00

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President
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2.11 Foreign District Service**2.11.1 General**

Foreign District Service is a service by which a Customer can be provided the Company's Exchange Access Service from a district other than the one in which the Customer's premise is located. When a Customer subscribes to Foreign District service he/she will be considered to reside in the district he/she has chosen as the Foreign District for purposes of rating and billing the Company's services within this tariff. (Applicant is not offering residential services at this time.)

2.11.2 Foreign District Service--Rate Schedule

(Applicant is not offering residential service at this time)

The rate for Foreign District Service is (1) the usage rate in effect in the Foreign District for the class of service furnished, (2) the access rate for the access area in which the Customer is physically located; and (3) the following mileage charges:

Monthly Rate

	<u>Residence</u> (min./max.)	<u>Business</u> (min./max.)
- Area Function Charge	\$9.00-\$40.00	\$9.00-\$40.00
- Interexchange Circuit per mile	\$2.00-\$14.00	\$2.00-\$14.00
- Interexchange Circuit Service Terminal	\$4.00-\$80.40	\$4.00-\$80.40

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2.12. IntraLATA Presubscription2.12.1 General

InterLATA Presubscription is a procedure whereby a subscriber designates to the Company the carrier which 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 toll carrier on a per call basis. IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

2.12.2 IntraLATA Presubscription Options

1. Option A: The Customer may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.
2. Option B: The Customer may select her/his interLATA toll carrier for IntraLATA toll calls subject to presubscription.
3. Option C: The Customer may select a carrier other than the Company or the Customer's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.
4. Option D: The Customer 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.

2.12.3 Rules and Regulations

1. The Customer will retain their current dialing arrangements until they request that their dialing arrangements be changed.
2. The Customer of record or new Customers may select either Options A, B, C, or D for intraLATA Presubscription.

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3. The Customer may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph 5 below.

2.12.4 IntraLATA Presubscription Procedures

1. New Customers will be asked to select an intraLATA toll carrier(s) at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for intraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new Customer's initial request for intraLATA toll service presubscription shall be provided free of charge.
2. If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of an intraLATA toll carrier presubscription selection free of charge. until the Customer informs the Company of his/her choice for intraLATA Toll carrier, the Customer 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. The Customer who informs the company of a choice for intraLATA toll presubscription within the 90-day period will not be assessed a service charge for the initial subscriber request.
3. Customers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in Paragraph 2.12.5 below. If a Customer of record inquires of the Company of the carriers available for intraLATA toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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President
Easton Telecom Services Inc.
3046 Brecksville Road
Richfield, Ohio 44286

A. Application of Charges

After a Customer's initial selection for a presubscribed intraLATA toll carrier and as detailed in 2.12.4 above, for any change thereafter, an IntraLATA Presubscription Change Charge, as set forth in 12.5. B will apply.

B. Nonrecurring Charges

(1) IntraLATA Presubscription Change Charge

Per business or residence line, truck or port

-- Initial line, or trunk, or port	\$5.00
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--Additional line, trunk, or port	\$1.50
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2.13

Miscellaneous Services

(Applicant is not offering residential services at this time)

Monthly Rate

	<u>Residence</u> (min./max.)	<u>Business</u> (min./max.)
TOLL RESTRICTION SERVICE (Toll Restriction Service will not allow inter-MSA 1+, 0+, 0-, 10XXX, or 700 calls to be completed.) -per line equipped	\$0.10-\$5.00	\$0.10-\$5.00
(Toll billing exception which prevents third number billed and collect call is also a Customer option.)		
 INTERCEPT REFERRAL EXTENSION SERVICE (Provides notification to calling parties about changes in the status of the called party's telephone line. [An Add / Change Charge applies to add or change the length of months requested.])	\$0.10-\$5.00	\$0.10-\$5.00

Non -Recurring Charge

	<u>Residence</u> (min./max.)	<u>Business</u> (min./max.)
TEMPORARY INTERCEPT (Enables a Customer to have incoming calls intercepted for 1 month. [Regular Exchange Access Service billing continues and an Add / Change charge applies.])		
- Per Central Office Line	\$2.00-\$35.00	\$2.00-\$35.00
- Per Port Intercepted	\$2.00-\$35.00	\$2.00-\$35.00

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President
Easton Telecom Services Inc.
3046 Brecksville Road
Richfield, Ohio 44286

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2.14 Restoration of Service2.14.1 General

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for.

2.14.2 Restoration of Service--Rate Schedule

(Applicant is not offering residential services at this time)

Non-Recurring Charge

	<u>Residence</u> (min./max.)	<u>Business</u> (min./max.)
Per Occasion	\$9.00-\$95.00	\$9.00-\$95.00

2.15 Message Toll Service2.15.1 General

The Company offers MTS intrastate, interexchange, and intraexchange long-distance service utilizing switched or dedicated access arrangements between the Customer's premise and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

2.15.2 Timing of Calls

Long-distance usage charges are based on the actual usage of the Company Network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

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SECTION 2 - Services

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2.16 Special Promotional Offering

Applicant may make special promotional offerings of its service on a limited basis. This promotional offering may include waiving or reducing the applicable charges for the promoted service. The promotion may also be offered for a limited duration and limited to specific locations within the state. The waiver of any charge, other than a non-recurring charge, shall be limited to ninety (90) days on a per-customer basis.

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President
Easton Telecom Services Inc.
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Richfield, Ohio 44286

SECTION 3 - Special Arrangements

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3.0 SPECIAL ARRANGEMENTS**3.1 General**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; (4) combinations thereof.

3.1.1 Special Contractual & Individual Case Basis Arrangements

Applicant may enter into contractual arrangements with Customers for services. The rates for special contractual arrangements will be included in this tariff, or may include products or services in the case of unique or special arrangements. These contractual arrangements may include additional terms and conditions that are consistent with tariffed provisions. All special contractual arrangements will be submitted to the PUCO for approval and made available to all similarly situated customers.

3.2 Basis for Computing Rates for Special Arrangements

The costs referred to in 3.1 preceding may include one or more of the following items to the extent they are applicable:

- (a) cost of installing the facilities to be provided including estimated costs for the rearrangements of existing facilities. Costs may include the following:
 - i. equipment and materials provided or used,
 - ii. engineering, labor and supervision,
 - iii. transportation, and
 - iv. rights of way;
- (b) cost of maintenance
- (c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities, with an appropriate allowance for the estimated net salvage;

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President
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Richfield, Ohio 44286

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- (d) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (e) license preparation, processing and related fees;
- (f) tariff preparation, processing and related fees;
- (g) any other identifiable costs related to the facilities provided; or
- (h) an amount for return and contingencies

3.3 Termination Liability for Special Arrangements

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

- (a) the termination liability period is the estimated service life of the facilities provided,
- (b) the amount of the maximum termination liability is equal to the estimated amounts for:
 - i. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) rights of way;
 - ii. license preparation, processing, and related fees;
 - iii. tariff preparation, processing, and related fees;
 - iv. cost of removal and restoration, where appropriate; and
 - v. any other identifiable costs related to the specially constructed or rearranged facilities.

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President
Easton Telecom Services Inc.
3046 Brecksville Road
Richfield, Ohio 44286

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President
Easton Telecom Services Inc.
3046 Brecksville Road
Richfield, Ohio 44286**

3.4 Other Special Arrangements

THIS SECTION REMAINS BLANK FOR PURPOSES OF FUTURE USE.

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President
Easton Telecom Services Inc.
3046 Brecksville Road
Richfield, Ohio 44286

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Summary: Application to Detariff Certain Tier 2 Services and make other changes related to the implementation of Case No. 06-1345-TP-ORD Part 1 of 3 electronically filed by Mr. Patrick D. Crocker on behalf of EASTON TELECOM SERVICES, L.L.C.