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October 10, 2008  
*Via E-Filing*

Renée Jenkins, Secretary of Commission  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43266-0573

**RE: Case No. 08-354-TP-ATA  
Spectrotel, Inc. 90-9287-TP-TRF  
Amended Application to Detariff Certain Tier 2 Services**

Dear Ms. Jenkins:

In compliance with Case No. 06-1345-TP-ORD, enclosed for filing please find amended Tariff Pages submitted on behalf of Spectrotel, Inc., in accordance with Staff's request. The tariff pages were originally filed on April 7, 2008, in the above referenced Case Number.

These amended tariff pages reflect the removal of rates, terms and conditions associated with PBX Trunk and Centrex Service (Tier 2 Services), which are now incorporated in the Company's Price List posted on-line; addition of a general statement pertaining to the Customer's rights and responsibilities on the Title Sheet; and text changes incorporated within all references to the MTSS Rules. This filing was dated to become effective April 7, 2008.

Questions regarding this filing may be directed to my attention at (407) 740-3031 or via e-mail at sthomas@tminc.com.

Thank you for your assistance.

Sincerely,

Sharon Thomas  
Spectrotel, Inc.

*ST/lm.*

*Enclosures*

cc: Office of Ohio Utilities Consumer Counsel  
Ms. Vanessa Leon,  
File: Spectrotel, Inc. – OH Local  
TMS: OHL0802B

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*This Tariff PUCO Tariff No. 2, Issued by Spectrotel, Inc.  
Cancels and Replaces in its Entirety PUCO Tariff No. 1.*

## TITLE SHEET

Spectrotel, Inc.

Certificate No. 90-9287-TRF

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE SERVICE  
WITHIN THE STATE OF OHIO

This Tariff describes the Company's Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD) offered by Spectrotel, Inc. with principal offices at 3535 State Highway, Suite 7, Neptune, New Jersey 07753. The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Detariffed / Nonregulated Services not included in this tariff are available in the Ohio Price List on the Company's website at [www.spectrotel.com](http://www.spectrotel.com).

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

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Issued: April 7, 2008

Issued by:

Mr. Jack Dayan, CEO  
3535 State Highway, Suite 7  
Neptune, New Jersey 07753

Effective: April 7, 2008

Case No. 08-354-TP-ATA  
OHL0802

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 CHECK SHEET

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

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
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2	6	Original *	4	2	Original *
2	7	Original *	4	3	Original *
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2	9	Original *	4	5	Original *
2	10	Original *	4	6	Original *
2	11	Original *			
2	12	Original *			
2	13	Original *			

\* - indicates those pages included with this filing

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## CHECK SHEET, (CONT'D.)

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
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5	7	Original *	8	1	Original *
5	8	Original *	8	2	Original *
5	9	Original *	8	3	Original *
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EXPLANATION OF SYMBOLS

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

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

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### APPLICATION OF TARIFF

This tariff filed by the Company describes the Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at [www.spectrotel.com](http://www.spectrotel.com)

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

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

### SERVICE AREA DESCRIPTION

Spectrotel will offer service in those areas currently served by Ameritech Ohio. This tariff is effective only where an interconnection agreement is effective between Spectrotel and the underlying carrier. Specific service area information may be found in Section 3 of this tariff.

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### TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. 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).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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## SECTION 1 - DEFINITIONS

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Commission – Public Utility Commission of Ohio.

Company - Whenever used in this tariff, “Company” refers to Spectrotel, Inc., unless otherwise specified or clearly indicated by the context.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company’s services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

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

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company’s “end office” for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide “ALERG”, issued by Telcordia.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company network. Presubscribed Customers may also route interexchange calls to the Company network by dialing an access code supplied by the Company.

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SECTION 1 - DEFINITIONS, (CONT'D.)

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

Individual Case Basis (ICB) B A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IXC or Interexchange Carrier- A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

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

MOU - Minutes of Use.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Non-Recurring Charge "ANRC" - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PIN - Personal Identification Number. See Authorization Code.

Point of Presence "POP" - Point of Presence

Premises - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

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

Service Order - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Services - The Company telecommunications services offered on the Company network.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company outbound service such that "1 + 10-digit number" calls are automatically routed to the Company or an IXC network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Spectrotel - Spectrotel, Inc., issuer of this tariff.

Station - The network control signaling unit and any other equipment provided at the Customer premises which enables the Customer to establish communications connections and to effect communications through such connections.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

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

User (or End User) - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

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

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

Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

#### 2.1.2 Shortage of Equipment or Facilities

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A. Minimum Period – When service is provided on a term basis, the minimum term period is 30 days unless otherwise specified in this tariff or mutually agreed upon by contract.
- B. The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in this tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated to the Customer, in accordance with the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS).
- F. This tariff shall be interpreted and governed by the laws of the state of Ohio regardless of its choice of laws provision.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- G. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
  
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6 and in accordance with the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS).
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. In addition, and in accordance with the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS), interest of at least 5% per annum will be paid in the event of a Customer over charge.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to: fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;
  6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

E. (Cont'd.)

7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

G. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- H. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- I. Directory Errors - In accordance with the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS), in the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator, the Company will issue a credit of not less than three months local service charges. Such credit shall not apply in cases where the Customer has provided such listing information after the deadline for directory publication.
- J. With respect to Emergency Number 911 Service:
  - 1. 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 or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

J. With respect to Emergency Number 911 Service (Cont'd.):

2. Neither is the Company responsible for any infringement, nor 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 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.

3. 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 governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance with the Customer. Any applicable installation credit will be provided in accordance with the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS).
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- .1 the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- .2 the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

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

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- A. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction, (Cont'd.)

- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Responsibilities of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

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

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Responsibilities of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

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

2.4.4 Inspections

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in Section 2.5.6 of this tariff.

Where special construction is required, the Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the fixed charges and nonrecurring charge(s) for the special construction.

Advanced payments for special construction will be credited on the first bill in their entirety.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer in accordance with the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS).

- A. All service, installation, monthly Recurring Charges and Nonrecurring Charges are due and payable upon receipt but no sooner than 19 days from the postmark on the bill.
- B. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month in which service is provided. Usage charges will be billed in arrears.
- C. For new Customers or existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Amounts not paid within thirty (30) days after the date of the invoice, but no sooner than nineteen (19) days after the postmark on the bill, are considered past due, and a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the due date minus any charges billed as local taxes, multiplied by 1.5%.
- E. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

- G. If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges in accordance with the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS).

2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Public Utility Commission of Ohio. The Customer may contact the PUCO at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM to 5:30 PM on weekdays or at: [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov) or at the following address:

Service Monitoring and Enforcement Department  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 AM to 5:00 PM on weekdays or at [www.pickocc.org](http://www.pickocc.org).

- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, when special construction is required, as described in 2.5.1 preceding. The advance payment will not exceed an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The initial advance payment will be credited to the Customer's initial bill. Subsequent advance payments will be credited on the appropriate monthly bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.5.5 Deposits

- A. To safeguard its interests, the Company may require a Customer to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit may be required if the Customer does not otherwise satisfactorily establish credit under the criteria set forth pursuant to the Minimum Telephone Service Standards as codified Sections 4901:1-5 and of the Ohio Administrative Code. No such deposit will be required of a Customer that has established satisfactory credit. All deposits will be handled in accordance with Sections 4901:1-5 of the Ohio Administrative Code and 14. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- B. The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.
- C. A deposit may be required in addition to an Advance Payment.
- D. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits, (Cont'd.)

- E. Deposits held for 180 days or longer will accrue interest in pursuant Sections 4901:1-5 of the Ohio Administrative Code and will be refunded to the Customer after twelve consecutive months if the following conditions are met: a) the Customer must have paid the bill for twelve consecutive months without having service discontinued for nonpayment; b) the Customer must not have been late in paying the bill more than two times within a twelve month period; and c) the Customer must not be delinquent in bill payment at the end of the twelve month period.

2.5.6 Cancellation of Application for Service

- A. Where the Company permits a Customer to cancel an application for service prior to any special construction, no charges will be imposed except for those specified below. Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.
- B. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. Special charges described in 2.5.6 A. through 2.5.6 C. will be calculated and applied on a case-by-case basis.

2.5.7 Changes in Service Requested

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service

2.6.1 General

- A. For the purposes of this section, all regulated telephone services provided by the Company, except toll service, shall be defined as local service.
- B. The Company may disconnect a Customer's local service for nonpayment of charges incurred for local service. The Company may disconnect a Customer's toll service for nonpayment of toll charges. All practices of the Company pertaining to either the provision of its own toll service, if any, or as a duly authorized agent or another toll service provider will be in accordance with the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS)..
- C. Disconnection for reasons not involving nonpayment but requiring Customer notice will be handled in accordance with the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS).
- D. The Company's disconnection notices pursuant to Rule 4901:1-5-17(L), of the Ohio Administrative Code, just inform the Customer facing local service disconnection of the total amount which the Customer would need to pay in order to avoid disconnection of local service. It must also inform the Customer of the Company's legal obligation to provide local only service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- E. The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- F. Partial payments by a Customer to the Company will be apportioned by the Company to its regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for non-regulated services.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

2.6.1 General (Cont'd.)

- G. The suspension or 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.
- H. Upon the Company's discontinuance of service to the Customer under this Section, all applicable charges, including termination charges that may be set forth in the term contract or allowable under this tariff, 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.
- I. Reconnection of local and toll service after service has been disconnected will be in accordance with the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS).

2.6.2 Disconnection for Reasons other than Nonpayment

- A. In accordance with the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS), the Company may, after notification, or attempt to notify through any reasonable means, disconnect service when any of the following conditions exist:
  - 1. A violation of or noncompliance with the Company rules or tariffs on file with the Commission;
  - 2. A failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
  - 3. A refusal by the Subscriber to permit the local service provider access to its facilities.
  - 4. When the subscriber has committed a fraudulent practice as set forth and defined in the Company tariffs on file with the Commission.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

2.6.3 Disconnection for Reasons other than Nonpayment, (Cont'd.)

- B. In accordance with the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS), the Company may without prior notice disconnect service when any of the following conditions exist:
1. An emergency may threaten the health or safety of a person, or the local service provider's distribution system. If service is disconnected, the Company shall act promptly to restore service as soon as possible;
  2. A subscriber's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
  3. A subscriber tampers with facilities or equipment owned by the Company.

2.7 Allowances for Interruptions in Service

2.7.1 Credit for Interruptions

- A. When the use of service or 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 rate 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, in accordance with the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS).
- B. 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. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed twenty-four (24) hours in duration will be rounded up to the next whole 24 hours.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.2 Limitations of Allowances

In accordance with the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS):

1. Occurs as a result of a negligent or will full act on the part of the subscriber;
2. Occurs as a result of a malfunction of subscriber-owned telephone equipment or inside wire;
3. Occurs as a result of a military action, war, insurrection, riot, or strike; or
4. Cannot be repaired due to the subscriber missing a repair appointment.

2.7.3 Use of Another Means of Communications

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

2.8 Joint Use Arrangements

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

2.9 Cancellation by Customer

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.10 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.10.1 Termination Liability

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

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.11 Transfers and Assignments

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

- 2.11.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.11.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.11.3 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.12 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this tariff, and in accordance with the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). Unauthorized use of the network includes, but is not limited to, lost or stolen calling cards, abuse or misuse of the Customer's service by third parties, the Customer's employees or the public.

2.13 Notices and Communications

2.13.1 The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.

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

2.13.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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

2.13.5 Customer bills will contain all of the information required in accordance with the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS).

2.14 [Reserved for Future Use]

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SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Miscellaneous Provisions

2.15.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.15.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

The Company provides Local exchange services, subject to availability of facilities and equipment, in areas currently served by the Incumbent LEC:

1. AT&T Ohio.

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the Local Exchange Services Tariff of AT&T Ohio in their entirety. The Company does not concur in the rates of the ILEC. The Company's rates are set forth in this tariff.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Service Order and Change Charges are one-time charges associated with a service or item of equipment which applies on a per-item basis each time the service or an item of equipment is provided and includes, but is not limited to the following:

Service Connection Charge: A Service Connection Charge is a one-time charge, which applies for Company work associated with activities to set up/change accounts, including, but not limited to, service order issuance, programming, billing, etc., for installations, moves, changes, or rearrangements of services and/or equipment.

Subsequent Non-Recurring Charge: A non-recurring charge may apply to the installation, change, or move of services, as specified in tariffs for each service or item of equipment, in addition to rates identified within this section of the tariff.

Service Connection Charges are in addition to other rates and charges normally applying under the tariffs. They apply in addition to construction charges made because of unusual costs in establishing service.

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 SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

## 4.1 Service Order and Change Charges, (Cont'd.)

## 4.1.2 Nonrecurring Charges

## A. MAXIMUM

	Residence	Business
Service Order Charge, per Order:	\$25.95	\$37.50
New Installation Charge, per Line:	\$25.95	\$59.95
Change Charge, per Order:	\$42.95	\$59.95

## B. CURRENT

	Residence	Business
Service Order Charge, per Order:	\$16.95	\$24.95
New Installation Charge, per Line:	\$17.95	\$39.95
Change Charge, per Order:	\$27.95	\$39.95

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 SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

## 4.2 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge. The Customer will be advised before a visit of the possibility of a premise charge. The Customer will also be advised to check the Network Interface Device (NID) in accordance with PUCO Case No. 86-927-TP-COI. The Customer will also be advised that if a NID is not in place and the Company cannot ascertain with certainty that the service difficulty is located on the Customer's side of the demarcation point, the Company is required to come to the location at no charge to diagnose the problem and install a NID at no charge during this premises visit.

	MAXIMUM	CURRENT
Rate Per Hour:	\$125.00	\$75.00

## 4.3 Service Restoral Charge

A service restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section I of this Tariff.

	MAXIMUM	CURRENT
Restoration, per line:	\$45.95	29.95

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription

4.4.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA 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. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

4.4.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers primary intraLATA interexchange carrier. The other carrier to be the Customers primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.4.5 below:

4.4.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customers' order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.3.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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 SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

## 4.4 Carrier Presubscription, (Cont'd.)

## 4.4.5 Presubscription Charges

## A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

The Presubscription Change Charge shall be applied as follows:

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

## B. Nonrecurring Charges

Per business or residence line, trunk, or port	MAXIMUM	CURRENT
Initial Line, or Trunk or Port	\$15.00	\$5.50
Additional Line, Trunk or Port	\$15.00	\$1.25

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## SECTION 5 – BASIC SERVICES AND RATES

### 5.1 General

Local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit. Spectrotel mirrors the Rate Group designations of the incumbent LEC.

#### 5.1.1 Application of Business and Residential Rates

- A. The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.
- B. Business rates apply at the following locations, among others:
1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
  2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
  3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
  4. In any residence location where there is substantial business use of the service and the Customer has no service at business rates.

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SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)

5.1 General, (Cont'd.)

5.1.1 Application of Business and Residential Rates

- C. Residence rates apply at the following locations, among others:
1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
  2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates another location.
- D. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- E. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute station called.
- F. 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.
- G. 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.
- H. All times refer to local time.

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SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)

5.2 Basic Local Exchange Service

5.2.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to the Company's operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residence and Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

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 SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)

## 5.3 Residential Local Exchange Service

## 5.3.1 Description

Flat Rate Residential Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

- A. Basic Unlimited Residential Local Exchange Service includes unlimited local exchange calling per month, as well as the following features: \*

*Call Waiting*  
*Caller ID*

- B. Premium Unlimited Residential Local Exchange Service includes unlimited local exchange calling per month, and the following features: \*

*Caller ID or Caller ID w/Name*  
*Call Waiting \*\**

\* This service also includes certain optional features that are no longer included in this Tariff, but may be found in the Company's P.U.C.O. Price List No. 1.

\*\* This feature maybe selected by the Customer among a choice of seven optional calling features.

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SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)

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SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)

5.4 Residential Home Free Package<sup>1</sup>

5.4.1 Description

The Home Free Package of services is available to individual residential line Customers. The Home Free Package contains the following services in addition to services and features that are no longer regulated by the Commission. Unlimited Voice Local Calling, Call Waiting, Caller ID with Name and Directory Listing. Additional features are available individually at rates exclusive to Home Free Package subscribers.

The Home Free Package includes a blocking service that restricts access to discretionary services. The blocked prefixes are 540, 550, 551, 700, 900, 910, 920, 970, and 977. Subscribers may request unblocking of these prefixes at any time.

Package rate applicable per telephone line, up to 3 lines per residence. Customers with an existing business classification are not eligible for this product. The Company will not allow business Customers to change classification to purchase this product. Lifeline Customers are not eligible for this service.

This product is intended for residential voice service only. Internet use is considered data service. Monthly local and intraLATA usage in excess of 5,000 minutes is considered Internet usage and will be charged a per minute rate for usage in excess of 5,000 minutes per month.

Unlimited local calling does not include per use features such as Directory Assistance calls, surcharges for \*69, repeat dial, 3 way calling, call trace, Directory Assistance Call Completion, Interrupt, Verification, Operator Services, 500, 900, Follow-Me and other Information Services.

At the time of service connection, the Customer will retain their existing eligible calling features at the Home Free per feature rate.

<sup>1</sup> *This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services. Descriptions and rates for the services no longer regulated by the Company, are available in the Company's Price List on the Company's website.*

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**SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)****5.5 Business Local Exchange Service****5.5.1 Description**

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

**Service Options:**

- A. **Basic Measured Business Line Service**  
Basic Measured Business Line Service provides business Customers with measured local calling service. Local calls will be billed on a per-minute of use basis. Basic Measured Business Line Service includes support for Touch-Tone.
- B. **Premium Measured Business Line Service**  
Premium Measured Business Line Service provides business Customers with measured local calling service. Local calls will be billed on a per-minute of use basis. Premium Measured Business Line Service includes support for Touch-Tone and Line Hunting.
- C. **Basic Message Business Line Service**  
Basic Message Business Line Service provides business Customers with local calling service where local calls are billed on a per-message or per-call basis. Basic Message Business Line Service includes support for Touch-Tone.
- D. **Premium Message Business Line Service**  
Premium Message Business Line Service provides business Customers with local calling service where local calls are billed on a per-message or per-call basis. Premium Message Business Line Service includes support for Touch-Tone and Line Hunting.
- E. **Advantage Unlimited Service**  
Advantage Unlimited Service provides business Customers with unlimited local calling only.

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 SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)

## 5.5 Business Local Exchange Service, (Cont'd.)

## 5.5.2 Rates and Charges

## A. Measured Business Line Service

## 1. MAXIMUM

Rate Group	SERVICE TYPE	
	<u>Basic Measured Business Line</u>	<u>Premium Measured Business Line</u>
B	\$22.95	\$27.95
C	\$23.50	\$30.50
D	\$29.50	\$33.50
Local Usage		
Initial MOU	\$0.0485	\$0.0485
Additional MOU	\$0.0125	\$0.0125

## 2. CURRENT

Rate Group	SERVICE TYPE	
	<u>Basic Measured Business Line</u>	<u>Premium Measured Business Line</u>
B	\$15.95	\$18.95
C	\$17.50	\$20.50
D	\$19.50	\$22.50
Local Usage		
Initial MOU	\$0.0335	\$0.0335
Additional MOU	\$0.0085	\$0.0085

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## SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)

## 5.5 Business Local Exchange Service, (Cont'd.)

## 5.5.2 Rates and Charges, (Cont'd.)

## B. Message Business Line Service

## 1. MAXIMUM

		SERVICE TYPE	
		<u>Basic Message Business Line</u>	<u>Premium Message Business Line</u>
Rate Group			
	B	\$22.95	\$27.95
	C	\$23.50	\$30.50
	D	\$29.50	\$33.50
Local Usage			
	Per Month	\$8.25	\$8.25
	Call Allowance	75	75
	Per Additional Message	\$0.099	\$0.099

## 2. CURRENT

		SERVICE TYPE	
		<u>Basic Message Business Line</u>	<u>Premium Message Business Line</u>
Rate Group			
	B	\$15.95	\$18.95
	C	\$17.50	\$20.50
	D	\$19.50	\$22.50
Local Usage			
	Per Month	\$5.25	\$5.25
	Call Allowance	75	75
	Per Additional Message	\$0.069	\$0.069

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 SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)

## 5.5 Business Local Exchange Service, (Cont'd.)

## 5.5.2 Rates and Charges, (Cont'd.)

## C. Advantage Unlimited Service

## 1. MAXIMUM

## Rate Group

B	\$45.95
C	\$48.95
D	\$51.95

Local Usage                      Included

## 2. CURRENT

## Rate Group

B	\$30.95
C	\$32.95
D	\$34.95

Local Usage                      Included

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SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)

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5.6 [Reserved for Future Use]

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 SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)

## 5.7 Direct Inward Dialing (DID) Service

## 5.7.1 Description

Direct Inward Dialing (“DID”) permits calls incoming to Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer’s location. DID service requires special software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following maximum charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and nonrecurring charges as shown in this tariff. The Customer will be charged for the number of DID Number Blocks (20 numbers per block) regardless of the number of DID numbers utilized out of the available 20 numbers.

## 5.7.2 Rates and Charges?

## A. MAXIMUM

	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide		
Each Block of 20 DID Numbers	\$185.00	\$5.95
Each Individual DID Number	\$0.00	\$0.50
DID Service		
Each Trunk	\$185.00	\$24.95

## B. CURRENT

	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide		
Each Block of 20 DID Numbers	\$125.00	\$2.95
Each Individual DID Number	\$0.00	\$0.25
DID Service		
Each Trunk	\$125.00	\$16.95

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SECTION 6 – [RESERVED FOR FUTURE USE]

6.1 [Reserved for Future Use]

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## SECTION 7 – SUPPLEMENTAL SERVICES AND RATES

### 7.1 Custom Calling Features

#### 7.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

#### 7.1.2 Description of Features

- A. Call Forwarding – Automatically routes incoming calls to a predetermined telephone number
- B. Call Forward No Answer – Automatically routes incoming calls to a predetermined telephone number when the called line does not answer within a pre-specified number of rings.
- C. Call Forward Busy – Automatically routes incoming calls to a predetermined telephone number when the called line is busy.
- D. Call Waiting – Signals the Customer with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.
- E. 3 – Way Calling – Allows the Customer to add a third party to an existing conversation.
- F. Speed Calling 8 – Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.
- G. Speed Calling 30 – Allows the Customer to dial an abbreviated code to originate a call to any of 30 programmed telephone numbers.
- H. Auto Call Back – Automatically redials the last incoming call.
- I. Repeat Dialing – Automatically redials a busy number for up to 30 minutes until line is available.

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SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D.)

7.1 Custom Calling Features, (Cont'd.)

7.1.2 Description of Features, (Cont'd.)

- J. Anonymous Call Rejection – Automatically rejects calls from a specified list of numbers or from the incoming number.
- K. Caller ID - Provides for the display of the calling party telephone number on Caller ID compatible Customer premises equipment.
- L. Caller ID with Name – Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.
- M. Multi Ring Service 1 – Provides the Customer with two (2) separate telephone numbers, each with a distinctive ring, associated with one line.
- N. Multi Ring Service 2 - Provides the Customer with three (3) separate telephone numbers, each with a distinctive ring, associated with one line.
- O. Caller Originating Trace – Allows the Customer to dial a Call Trace activation code to initiate a trace of the last incoming call without obtaining prior legal authorization or assistance from the Company. The results of a completed trace will be recorded in the Central Office and will be made available only to law enforcement agencies, as directed by the Customers.

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 SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D.)

## 7.1 Custom Calling Features, (Cont'd.)

## 7.1.3 Rates and Charges

- A. The following features are available to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the features.

The rates and charges below are provided on a month-to-month basis.

## 1. MAXIMUM

Custom Calling Feature	Residential Monthly Recurring Charge	Business Monthly Recurring Charge
Call Waiting - <i>maximum rate</i>	\$4.25	\$4.25
Caller ID - <i>maximum rate</i>	\$5.95	\$6.50

## 2. CURRENT

Custom Calling Feature	Residential Monthly Recurring Charge	Business Monthly Recurring Charge
Call Waiting	\$2.75	\$3.25
Caller ID	\$3.95	\$4.50

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 SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D.)

## 7.1 Custom Calling Features, (Cont'd.)

## 7.1.3 Rates and Charges (Cont'd.)

- B. The following features are available to all local exchange Customers on a per use basis. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge.

## 1. MAXIMUM

Custom Calling Feature	Rate Per Use
Caller Originating Trace	\$3.50

## 2. CURRENT

Custom Calling Feature	Rate Per Use
Caller Originating Trace	\$3.50

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SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D.)

7.2 Directory Assistance Service

7.2.1 General

A Customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. The Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges.

7.2.2 Regulations

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

- A. Calls originating from a Public Telephone Service line to points within the local and intraLATA calling area.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number provided that the calling party reports the wrong number to the Company.
- D. Requests for telephone numbers that were omitted from the alphabetical directory as a result of Company error.
- E. Calls for Directory Assistance from handicapped persons who have requested exemption from the Directory Assistance charge and who have been certified to the Company as being unable to use telephone directories because of a visual or physical handicap. Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist, or a social agency that conducts programs for the handicapped in cooperation with an official agency of the State of New York or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

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SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D.)

7.2 Directory Assistance Service, (Cont'd.)

7.2.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Local and intraLATA Toll, Per Call: \$1.00

7.2.4 Call Completion

The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number.

There are no allowances for Directory Assistance Call Completion, however, the Directory Assistance portion of the call is still governed by the appropriate call allowances and exemptions as stated in Section 6.2.2 of this tariff.

Local and intraLATA Toll, Per Call: \$0.25

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SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D.)

7.3 Operator Service

7.3.1 General

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D.)

7.3 Operator Service (Cont'd.)

7.3.2 Busy Line Verification and Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

A Verification Charge will apply when:

- A. The operator verifies that the line is busy with a call in progress, or
- B. The operator verifies that the line is available for incoming calls.

Both a Verification Charge and an Emergency Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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 SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D.)

## 7.3 Operator Service, (Cont'd.)

## 7.3.3 Local and IntraLATA Operator Service Rates

## A. Usage Charges

Rate Per Minute:	\$0.20
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## B. Per Call Service Charges

Customer Dialed Calling Card	\$0.95
Operator Dialed Calling Card	\$1.75
Collect, Automated	\$0.95
Collect, Operator Assisted	\$1.75
Third Party Billed, Automated	\$0.95
Third Party Billed, Operator Assisted	\$1.75
Person-to-Person	\$1.75
Station To Station, Operator Assisted	\$1.75

## 7.3.4 Rates for Busy Line Verification and Line Interrupt Service

Busy Line Verification, per request	\$1.75
Emergency Interrupt Charge, per request	\$2.00

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SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D.)

7.4 Directory Listing Service

7.4.1 General Terms and Conditions

- A. The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- B. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing, or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- C. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- D. Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- E. In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- F. Rates and regulations for listing service are applicable only to listings in the alphabetical directories.

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SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D.)

7.4 Directory Listing Service, (Cont'd.)

7.4.1 General Terms and Conditions, (Cont'd.)

- G. Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.
- H. A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.
- I. Listing services are available with all classes of main telephone exchange service.

7.4.2 Listings

A. Primary Listing

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

B. Additional Listings

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The monthly rate for additional listings apply when the listings appear in Directory Assistance records in accordance with the date requested by the Customer.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the Customer, with a minimum service period of one month.

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SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D.)

7.4 Directory Listing Service, (Cont'd.)

7.4.2 Listings, (Cont'd.)

C. Foreign Listing

Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.

D. Nonpublished Service

Nonpublished service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records. However, such information may be displayed on a call-by-call basis at Public Safety Answering Point locations where Enhanced Universal Emergency Number service is provided (E911).

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D.)

7.4 Directory Listing Service, (Cont'd.)

7.4.2 Listings, (Cont'd.)

E. Nondirectory Listed Service

Nondirectory listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the only obligation of the Company is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nondirectory listed service or the disclosing of said number to any person.

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 SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D.)

## 7.4 Directory Listing Service (Cont'd.)

## 7.4.3 Rates

## A. Nonrecurring Charges

	Residential	Business
Additional Listing, per listing:	\$0.00	\$0.00
Non-Published, per line	\$0.00	\$0.00
Non-Listed Service, per listing:	\$0.00	\$0.00

## B. Monthly Recurring Charges

	Residential	Business
Additional Listing, per Listing:	\$1.50	\$2.50
Non-Published, per Line ( <i>maximum</i> )	\$15.00	\$15.00
Non-Listed Service, per Listing:	\$1.00	\$1.00
Semi-Private Listing Service, Per Listing	\$1.00	\$1.00

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## SECTION 8 - SPECIAL ARRANGEMENTS

### 8.1 Special Construction

#### 8.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of A, B, and C.

#### 8.1.2 Basis for Cost Computation

The costs referred to in 8.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - 1. equipment and materials provided or used;
  - 2. engineering, labor, and supervision;
  - 3. transportation; and
  - 4. rights of way and/or any required easements.
- 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.
- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost 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.

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SECTION 8 - SPECIAL ARRANGEMENTS (CONT'D.)

8.1 Special Construction (Cont'd.)

8.1.3 Termination Liability

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

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
- .1 Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - (a.) equipment and materials provided or used;
    - (b.) engineering, labor, and supervision;
    - (c.) transportation; and
    - (d.) rights of way and/or any required easements;
  - .2 license preparation, processing, and related fees;
  - .3 tariff preparation, processing and related fees;
  - .4 cost of removal and restoration, where appropriate; and
  - .5 any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 8.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 8.1.3.B preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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SECTION 8 - SPECIAL ARRANGEMENTS (CONT'D.)

8.2 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

8.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the Customer. The following information will be included in the summary:

- a. LATA and type of switch
- b. The V&H distance from the central office to the Customer's premises
- c. Service description
- d. Rates and charges
- e. Quantity of circuits
- f. Length of the agreement.

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SECTION 9 - PROMOTIONAL OFFERINGS

9.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company shall file promotions with the Commission for tariff approval prior to offering service at promotional rates

9.2 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1).

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**in**

**Case No(s). 08-0354-TP-ATA**

Summary: Amended Application to Detariff Certain Tier 2 Services electronically filed by Ms. Iris D. Mennens on behalf of Spectrotel, Inc.