

# LARGE FILING SEPARATOR SHEET

CASE NUMBER 09-29-TP-ZTA  
90-9011-CT-TRF

FILE DATE 1/14/09

SECTION 2 OF 2

NUMBER OF PAGES 199

DESCRIPTION OF DOCUMENT

APPLICATION (CONTINUED)

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SECTION 6 - NETWORK SERVICES - RETAIL RATES & CHARGES, (CONT'D.)

## 6.4 Dayton, (Cont'd.)

## 6.4.3 Operator Service\*

Operator Assisted Service Charges Per Call

Customer Dialed Calling Card  
Operator Dialed Calling Card  
Third Number Billing  
Collect Calling  
Person-to-Person  
Station-to-Station  
General Assistance

## 6.4.4 Connection Charges

Connection Charges are nonrecurring charges and are listed with each service to which they apply.

## 6.4.5 Maintenance Visit Charges

Duration of time, per technician	<u>Maximum</u>
First one hour	\$175.00
Each additional one-half (1/2) hour	\$ 87.00

## 6.4.6 Move and Change Charges

	<u>Maximum</u>
Per Change	\$ 200.00
Per Move	\$4000.00
Per Restoration	\$4000.00

\*See Current Retail Price List Page 70 for Rates.

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SECTION 6 - NETWORK SERVICES - RETAIL RATES & CHARGES, (CONT'D.)

## 6.4 Dayton, (Cont'd.)

## 6.4.7 Custom Calling Features

<u>Monthly Recurring Charge</u>	<u>Maximum</u>
Caller ID with Number	\$6.60
Caller ID Per Line Blocking	\$1.10
Caller ID Per Call Blocking	N/C

<u>Nonrecurring Charge</u>	<u>Maximum</u>
Caller ID (Number Delivery)	\$15.00
Caller ID Per Line Blocking	\$15.00
Caller ID Per Call Blocking	\$15.00

6.4.8 Directory Listings – Main Standard Listing

<u>Monthly Recurring Charge</u>	<u>Maximum</u>
Main Standard Listing - Local	N/C
Main Standard Listing - Foreign	\$5.00

<u>Nonrecurring Charge</u>	<u>Maximum</u>
Main Standard Listing - Local	\$5.00
Main Standard Listing - Foreign	\$5.00

## 6.4.9 Supplemental Features

<u>Monthly Recurring Charge</u>	<u>Maximum</u>
Calling Number Delivery	\$200.00
E911 CPN Management*	

<u>Nonrecurring Charge</u>	<u>Maximum</u>
Calling Number Delivery	\$200.00
E911 CPN Management*	

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SECTION 6 - NETWORK SERVICES - RETAIL RATES & CHARGES, (CONT'D.)

## 6.4 Dayton, (Cont'd.)

## 6.3.10 Individual Telephone Numbers

	<u>Maximum</u>
Nonrecurring Charge Per Number	\$0.39
Monthly Recurring Charge Per Number	\$0.39

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SECTION 7- [RESERVED FOR FUTURE USE]

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## SECTION 8 - CURRENT RETAIL PRICE LIST

This section contains the current price for the Company's local dial-tone service and related switched services. All services are available on a retail and wholesale basis. Pricing is the same for retail and wholesale service.

## 8.1 Cincinnati

## 8.1.1 Standard Business Line Service

## A. Flat Rate Service

	<u>Monthly</u>	<u>12 Month</u> <u>Term</u>	<u>24 Month</u> <u>Term</u>	<u>36 Month</u> <u>Term</u>	<u>60 Month</u> <u>Term</u>
Monthly Recurring Charge	\$38.31	\$38.16	\$36.05	\$34.48	\$32.56
Nonrecurring Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Move Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Change Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Restore Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80

## B. Message Rate Service

	<u>Monthly</u>	<u>12 Month</u> <u>Term</u>	<u>24 Month</u> <u>Term</u>	<u>36 Month</u> <u>Term</u>	<u>60 Month</u> <u>Term</u>
Monthly Recurring Charge	\$21.74	\$21.09	\$20.46	\$19.57	\$18.48
Nonrecurring Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Move Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Change Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Restore Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80

Per Message Usage Rate: Per Message \$0.12

*\* Existing Customers at existing locations as of, continue to receive this service at the previously tariffed rate of \$12.95 per line, per month.*

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SECTION 8 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 8.1 Cincinnati, (Cont'd.)

## 8.1.2 Reserved for Future Use

## 8.1.3 Operator Service

## Operator Assisted Service Charges Per Call

Customer Dialed Calling Card	\$1.50
Operator Dialed Calling Card	\$1.75
Third Number Billing	\$1.00
Collect Calling	\$2.00
Person-to-Person	\$3.00
General Assistance	\$1.00

## 8.1.4 Connection Charges

Connection Charges are nonrecurring charges and are listed with each service to which they apply.

## 8.1.5 Maintenance Visit Charges

Duration of time, per technician	
First one hour	\$175.00
Each additional one-half (1/2) hour	\$ 87.00

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SECTION 8 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 8.1 Cincinnati, (Cont'd.)

## 8.1.6 Custom Calling Features

Monthly Recurring Charge

Caller ID (Number Delivery) \$6.50

Caller ID Per Line Blocking \$1.00

Caller ID Per Call Blocking N/C

Nonrecurring Charge

Caller ID (Number Delivery) \$0.00

Caller ID Per Line Blocking N/C

Caller ID Per Call Blocking \$5.85

8.1.7 Directory Listings – Main Standard ListingMonthly Recurring Charge

Main Standard Listing - Local N/C

Main Standard Listing - Foreign \$4.50

Nonrecurring Charge

Main Standard Listing - Local N/C

Main Standard Listing - Foreign \$11.10

## 8.1.8 Supplemental Features

Monthly Recurring Charge

Calling Number Delivery \$0.00

E911 CPN Management\* ICB

Nonrecurring Charge

Calling Number Delivery \$0.00

E911 CPN Management\* ICB

## 8.1.9 Individual Telephone Numbers

Nonrecurring Charge Per Number \$0.35

Monthly Recurring Charge Per Number \$0.17



## SECTION 8 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 8.2 Columbus

## 8.2.1 Standard Business Line Service\*\*

## A. Message Rate Service

		12 Month	24 Month	36 Month	60 Month
	<u>Monthly</u>	<u>Term</u>	<u>Term</u>	<u>Term</u>	<u>Term</u>
Monthly Recurring Charge	\$19.75	\$18.76	\$17.78	\$16.79	\$15.80
Nonrecurring Charge-Initial*	\$44.40	\$44.40	\$44.40	\$44.40	\$44.40
Nonrecurring Charge-Add'l	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Move Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Change Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Restore Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15

Message Usage Rate Per Message: \$0.06

## B. Flat Rate Service

	12 Month	24 Month	36 Month	60 Month
	<u>Term</u>	<u>Term</u>	<u>Term</u>	<u>Term</u>
Monthly Recurring Charge	\$33.46	\$32.55	\$30.98	\$23.06
Nonrecurring Charge-Initial*	\$44.40	\$44.40	\$44.40	\$44.40
Nonrecurring Charge-Add'l	\$30.15	\$30.15	\$30.15	\$30.15
Move Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Change Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Restore Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

*\*Customers prior to at existing locations continue to receive this service at the previous rate of \$30.00 per line, per month**\*\*All rates and charges may be adjusted on an ICB for these services.*

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SECTION 8 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 8.2 Columbus, (Cont'd.)

## 8.2.2 Reserved for Future Use

## 8.2.3 Operator Service

## Operator Assisted Service Charges Per Call

Customer Dialed Calling Card	\$1.25
Operator Dialed Calling Card	\$1.95
Third Number Billing	\$2.25
Collect Calling	\$2.50
Person-to-Person	\$3.75
Station-to-Station	\$1.10
General Assistance	\$1.10

## 8.2.4 Connection Charges

Connection Charges are nonrecurring charges and are listed with each service to which they apply.

## 8.2.5 Maintenance Visit Charges

Duration of time, per technician	
First one hour	\$175.00
Each additional one-half (2) hour	\$ 87.00

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SECTION 8 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 8.2 Columbus, (Cont'd.)

## 8.2.6 Custom Calling Features

Monthly Recurring Charge

Caller ID (Number Delivery)	\$6.50
Caller ID Per Line Blocking	N/C
Caller ID Per Call Blocking	\$1.00

Nonrecurring Charge

Caller ID (Number Delivery)	\$0.00
Caller ID Per Line Blocking	\$0.00
Caller ID Per Call Blocking	\$0.00

8.2.7 Directory Listings – Main Standard ListingMonthly Recurring Charge

Main Standard Listing - Local	N/C
Main Standard Listing - Foreign	\$2.25

Nonrecurring Charge

Main Standard Listing - Local	N/C
Main Standard Listing - Foreign	\$5.00

## 8.2.8 Supplemental Features

Monthly Recurring Charge

Calling Number Delivery	\$0.00
E911 CPN Management*	ICB

Nonrecurring Charge

Calling Number Delivery	\$0.00
E911 CPN Management*	ICB

## 8.2.9 Individual Telephone Numbers

Nonrecurring Charge Per Number	\$0.35
Monthly Recurring Charge Per Number	\$0.15

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## SECTION 8 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 8.3 Dayton

## 8.3.1 Standard Business Line Service

## A. Message Rate Service

	<u>Monthly</u>	<u>24 Month</u> <u>Term</u>	<u>36 Month</u> <u>Term</u>
Monthly Recurring Charge	\$19.75	\$17.78	\$16.79
Nonrecurring Charge-Initial	\$44.40	\$44.40	\$44.40
Nonrecurring Charge-Add'l	\$30.15	\$30.15	\$30.15
Move Charge	\$30.15	\$30.15	\$30.15
Change Charge	\$30.15	\$30.15	\$30.15
Restore Charge	\$30.15	\$30.15	\$30.15

Message Usage Rate Per Message: \$0.06

## B. Flat Rate Service

	<u>Monthly</u>	<u>12 Month</u> <u>Term</u>	<u>24 Month</u> <u>Term</u>	<u>36 Month</u> <u>Term</u>	<u>60 Month</u> <u>Term</u>
Monthly Recurring Charge	\$34.81	\$33.66	\$32.55	\$30.98	\$29.06
Nonrecurring Charge-Initial	\$44.40	\$44.40	\$44.40	\$44.40	\$44.40
Nonrecurring Charge-Add'l	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Move Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Change Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Restore Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15

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SECTION 8 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 8.3 Dayton, (Cont'd.)

## 8.3.2 Reserved for Future Use

## 8.3.3 Operator Service

## Operator Assisted Service Charges Per Call

Customer Dialed Calling Card	\$1.25
Operator Dialed Calling Card	\$1.95
Third Number Billing	\$2.25
Collect Calling	\$2.50
Person-to-Person	\$3.75
Station-to-Station	\$1.10
General Assistance	\$1.10

## 8.3.4 Connection Charges

Connection Charges are nonrecurring charges and are listed with each service to which they apply.

## 8.3.5 Maintenance Visit Charges

Duration of time, per technician	
First one hour	\$175.00
Each additional one-half (2) hour	\$ 87.00

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SECTION 8 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 8.3 Dayton, (Cont'd.)

## 8.3.6 Custom Calling Features

<u>Monthly Recurring Charge</u>	
Caller ID (Number Delivery)	\$6.50
Caller ID Per Line Blocking	N/C
Caller ID Per Call Blocking	N/C
<u>Nonrecurring Charge</u>	
Caller ID (Number Delivery)	\$0.00
Caller ID Per Line Blocking	\$5.00
Caller ID Per Call Blocking	\$0.00

8.3.7 Directory Listings – Main Standard Listing

<u>Monthly Recurring Charge</u>	
Main Standard Listing - Local	N/C
Main Standard Listing - Foreign	\$2.25
<u>Nonrecurring Charge</u>	
Main Standard Listing - Local	N/C
Main Standard Listing - Foreign	\$5.00

## 8.3.8 Supplemental Features

<u>Monthly Recurring Charge</u>	
Calling Number Delivery	\$0.00
E911 CPN Management*	ICB
<u>Nonrecurring Charge</u>	
Calling Number Delivery	\$0.00
E911 CPN Management*	ICB

## 8.3.9 Individual Telephone Numbers

Nonrecurring Charge Per Number	\$0.35
Monthly Recurring Charge Per Number	\$0.15

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SECTION 8 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 8.4 Miscellaneous Charges

The rates and charges listed in this section apply to the Columbus, Cincinnati and Dayton exchanges.

## 8.4.1 Returned Item Charge (Section 2.7.5)

Returned Item Charge, per occasion                      \$25.00

## 8.4.2 Expedited Due Date Service (Section 2.16.4)

Per Line    \$250.00\*

## 8.4.3 Modification of Service Order (Section 2.17)

Per Request    \$250.00\*

## 8.4.4 Cancellation of Service Order (Section 2.18)

Per Request                      25% of the monthly recurring charge for the cancelled circuit\*

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the company has notified a Customer or prospective Customer of the possibility that special expenses may be incurred in connection with provisioning the Customer's service, and then the company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

\* *The Company reserves the right to assess documented charges from a third party that are directly associated with the Customer's request to modify, cancel or expedite the Customer's service order.*

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**SECTION 9 - MISCELLANEOUS SERVICES****9.1 Restoration of Service****9.1.1 Description**

A restoration charge applies to the restoration of services and facilities suspended for any reason under the provisions of this Tariff. The restoration charge is payable at the time the restoration of the suspended service and facilities is arranged. The Customer must satisfy its past due balance and correct the deficiency that gave rise to the suspension prior to the restoration of service. In addition, the Company may require the Customer to pay a deposit or otherwise re-establish credit prior to the restoration of the suspended service and facilities.

**9.1.2 Rate**

A restoration charge equal to the applicable nonrecurring charge(s) set forth in this Tariff or the Service Order for the suspended service(s) shall be applied.

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**SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)****9.2 N11 Dialing Service**

The Company allows Customers to access N11 services offered by other providers. N11 Dialing Service is a three-digit local dialing arrangement (excluding 411 and 911) available in specified service areas for the delivery of information and referral services via voice grade facilities as required by state and federal regulators.

The local calling area for the rate center of the N11 service subscriber will be the same as the Company's local calling area for that rate center. N11 Dialing Service will be provided as equipment and facilities permit. N11 service is limited to use by agencies approved by applicable federal and/or state regulators.

N11 Dialing Service is delivered via regular exchange access lines, e.g., individual business lines, trunks, etc. Service is furnished subject to availability of the N11 number.

Access to N11 Dialing Service is not available to the following services:

- 1+ Toll Services
- 101XXXX
- Credit Card
- Third-Party Billed
- Collect Calls
- Inmate Service

Operator assisted calls to the N11 Subscriber will not be completed.

The N11 subscriber may not directly or indirectly sell or transfer the N11 Number to an unaffiliated entity.

Only one seven or 10- digit local number or one 10-digit toll free number may be used as the lead number per basic local calling area.

All requests for N11 Dialing Service must be submitted in writing to the Commission.

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.2 N11 Dialing Service, (Cont'd.)

The N11 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via the N11 number. If requested by the Company, the N11 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscribers N11 service.

Though access to these services is free of charge, the Customer who subscribes to measured or message rate service will incur standard local usage charges when accessing N11 Dialing Services.

In no event shall the Company be liable for any losses, damages or claims of any kind arising from the provision of N11 Dialing Service or any Customer's use of such service.

**tw telecom of ohio, llc**

**Exhibit B**

**Proposed Replacement Tariffs**

This tariff, P.U.C.O. Tariff No. 9 filed by tw telecom of ohio llc, cancels and replaces, in its entirety, the current tariff on file with the Commission, Time Warner Telecom of Ohio, L.L.C. P.U.C.O. Tariff No. 7.

Detariffed services are available at [www.twtelecom.com](http://www.twtelecom.com) and may also be viewed at the Company's headquarters: 10475 Park Meadows Drive, Suite 400, Littleton, CO 80124

TITLE PAGE  
OF  
DETARIFFED AND UNREGULATED INTERLATA TOLL  
COMMUNICATIONS SERVICES TARIFF  
  
**tw telecom of ohio llc**  
  
**90-9011-TP-TRF**  
  
**CASE No. 89-591-TP-ACN**

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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.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original	*	26	Original	*		
1	Original	*	27	Original	*		
2	Original	*					
3	Original	*					
4	Original	*					
5	Original	*					
6	Original	*					
7	Original	*					
8	Original	*					
9	Original	*					
10	Original	*					
11	Original	*					
12	Original	*					
13	Original	*					
14	Original	*					
15	Original	*					
16	Original	*					
17	Original	*					
18	Original	*					
19	Original	*					
20	Original	*					
21	Original	*					
22	Original	*					
23	Original	*					
24	Original	*					
25	Original	*					

\* - Indicates pages included with this filing.

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TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
TITLE PAGE	
CHECK SHEET	1
TABLE OF CONTENTS	2
EXPLANATION OF SYMBOLS	3
1 Technical Terms and Abbreviations	4
2 General Regulations	6
2.1 Undertaking of the Company	6
2.2 Priority of Service	6
2.3 Limitations of Liability	7
2.4 Use	9
2.5 Customer Terminal Equipment and Channels	10
2.6 Liability for Calling Card Fraud	12
2.7 Payment Arrangements	13
2.8 Customer Deposits and Advance Payment	22
2.9 Individual Case Basis	23
2.10 Automatic Number Identification	24
2.11 Service Level Standards and Credit Allowances for Service Interruption	25
3 Service Description and Rates	27
3.1 Directory Assistance	27
3.2 Toll Blocking	27

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#### EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

C - To signify changed regulation.

D - To signify discontinued rate or regulation

I - To signify increased rate.

M - To signify text moved to another location.

N - To signify new regulation or text.

R - To signify decrease in rate.

T - To signify a change in text.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

8XX - A long distance call where the charges are incurred by the party receiving the call.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Commission - Public Utilities Commission of Ohio.

Company or Carrier - **tw telecom of ohio llc** unless otherwise clearly indicated by the context.

Company Calling Card: A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Company to place telephone calls and to have the charges for such calls billed to the Customer's account.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with Company's tariff.

Dedicated Long Distance - The direct dial service over the Company's carrier's digital network via a DS1 connection between the Company's switch and the carrier's nearest hub.

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

Integrated Business Line Service – Service provided to Customer that allows the grouping of rate components to meet a Customer's specific needs.

LATA - Local Access Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company.

Off-Net – Service provided by the Company that is carried in part on the Company's network.

On-Net – Service provided by the Company that is carried entirely on the Company's network.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

**Station:** The term "station" denotes the network control signaling unit and any other equipment provided at the customer's premises which enables a Customer to establish communications connections and to effect communications through such connections.

**Station-to-Station:** Two Point Service is that service where the person originating the call from other than a public or semipublic coin telephone dials the telephone number desired and the call is completed without the assistance of a Company operator and the call is not billed to a number other than the originating number.

**Subscriber -** The person, firm, Customer, corporation or other entity that arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others under the provisions and terms of this tariff.

**Switched Services -** Services provided to Customers that utilize tw telecom switching equipment or Access Service for the origination of interLATA toll calls.

**Switchless Services -** Services provided to Customers that utilize another carrier's switching equipment or Access Service for the origination of interLATA toll calls.

**Terminating Direct:** An 8XX service whereby traffic is terminated to the customer location via a company owned or leased dedicated circuit.

**VersiPak:** Service offered by the Company that allows the grouping of rate components to meet a Customer's specific needs.

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## SECTION 2 - GENERAL REGULATIONS

### General Regulations

Please refer to the Company's Local Exchange Services Tariff. P.U.C.O. Tariff No. 10, for all applicable Rules and Regulations.

#### 2.1 Undertaking of Company

The Company is a resale common carrier providing interLATA long distance service within the State of Ohio. The service can be provided via a switched or switchless environment.

#### 2.2 Priority of Service

In case a shortage of facilities exists at any time either for temporary or protracted periods, the furnishing of Long Distance Message Toll Service will be furnished, in all cases, pursuant to any applicable federal or state prioritization requirements.

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## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

### 2.3 Limitations on Liability

#### 2.3.1 Indemnification by Customer

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: (1) all other claims arising out of any act or omission of the Customer or any person utilizing the Customer's codes, services, or facilities, with or without the consent or knowledge of the Customer; (2) all claims, demands, losses or liabilities including, but not limited to, fees and expenses of counsel arising out of any damage to business property, or injury to, or death of any person, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer.

#### 2.3.2 Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-provided equipment or premises wire.

#### 2.3.3 Use of Facilities of Other Companies

When the facilities of other Companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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**SECTION 2 - GENERAL REGULATIONS, (CONT'D.)****2.3 Limitations on Liability, (Cont'd.)****2.3.4 Liability of the Company**

No liability of any nature whatsoever, including but not limited to consequential damages, shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, or its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or nonregulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) in the absence of gross negligence or willful misconduct.

The Company is not liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or its agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees.

The Company will not be liable under any circumstances for any act, omission, error, mistake, interruption or delay of any person or entity owning telecommunications facilities used by the Customer in conjunction with the Company's service; or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer.

The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by acts of God, war, fire, riots, government authorities, or other causes beyond the Company's control.

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

Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld by a court of law. Approval by the Commission merely recognizes that since it is the 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 - GENERAL REGULATIONS, (CONT'D.)

2.4 Use

2.4.1 Service is provided for use by the customer and may be used by others when so authorized by the customer, provided that all such usage shall be subject to the provisions of this tariff, and shall not affect the customer's responsibility for all payments required under this tariff.

2.4.2. Use of Service for Unlawful Purposes

Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law, or if the Company receives other evidence that such service is or will be used for such purposes.

2.4.3 Use of Service With Customer-Provided Equipment

Customer-provided terminal equipment and communications systems may be connected to exchange facilities of the Company subject to the regulations, rates and changes applicable to the facilities as provided for in the Company's Tariffs.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.5 Customer Terminal Equipment and Channels

2.5.1 Interconnection of Facilities

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.

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 the other communications carriers which are applicable to such connections.

Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. The Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations shall register all such terminal equipment and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

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**SECTION 2 - GENERAL REGULATIONS, (CONT'D.)****2.5 Customer Terminal Equipment and Channels, (Cont'd.)****2.5.2 Inspections**

The Company's facilities and service must be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

- 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 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.

If harm to the Company's network, personnel or services are imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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**SECTION 2 - GENERAL REGULATIONS, (CONT'D.)****2.6 Liability for Calling Card Fraud**

The Customer is liable for the unauthorized use of the company's facilities, equipment, and services obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.

The Customer's liability for unauthorized use shall not exceed the lesser of \$50 or the amount of services obtained by unauthorized use prior to notification to the Company. Notwithstanding the foregoing, in situations where the Company issues 10 or more calling cards to a customer for use by its employees, the Company and the Customer may agree on the Customer's liability for unauthorized use on a case-by-case basis without regard to this subsection.

The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, written notice shall be sent to the Company's principal office as designated herein and will be effective when received, and oral notice shall be made by contacting a Company representative at the Company's listed telephone number.

The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of the Company Calling Cards assigned to the Customer. In addition, the Company may, but is not required to, block calls on a Company Calling Card personal identification number which the Company believes to be unauthorized or fraudulent.



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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

## 2.7 Payment Arrangements

## 2.7.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

## 2.7.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day 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 - GENERAL REGULATIONS, (CONT'D.)

## 2.7 Payment Arrangements, (Cont'd.)

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

- E. If the Company receives any portion of the payment after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within 30 days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F. Objections to billed charges must be reported to the Company within eighteen (18) months of receipt of billing. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-565-8982. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Service Monitoring and Enforcement Department  
Public Utilities Commission of Ohio  
180 East Broad Street, Tenth Floor  
Columbus, Ohio 43215-3793  
Toll Free Telephone: 1-800-686-7826  
TTY Toll Free Telephone: 1-800-686-1570  
From 8:00 AM to 5:30 PM (EST) weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).  
Residential Customers may also contact the Ohio Consumers' Counsel  
for assistance with complaints and utility issues at:  
Toll Free Telephone: 1-877-742-5622  
From 8:00 AM to 5:00 PM (EST) weekdays or at [www.pickocc.org](http://www.pickocc.org).

- G. If service is disconnected by the Company and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, restoration of service will be subject to restoration charges.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause

- A. The Company will notify, or attempt to notify, a Customer before service is refused or disconnected when any of the following conditions exist:

All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

1. A violation of or noncompliance with the Commission's then-current regulations governing services supplied by the Company;
  2. A violation of or noncompliance with the Company's rules or tariffs on file with the Commission;
  3. A failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services; or
  4. A refusal by the Customer to permit Company access to its facilities or equipment.
- B. The Company will notify, or attempt to notify, the Customer before service is disconnected when the Customer has committed a fraudulent practice as set forth and defined in this tariff. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause, (Cont'd.)

- C. No notice is required to disconnect or refuse service in the following instances:
  - 1. When an emergency may threaten the health or safety of a person or the network. If service is disconnected, the Company shall act promptly to assure restoration of service as soon as possible;
  - 2. In the event of a Customer's use of telecommunications equipment in such a manner as to adversely affect the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
  - 3. In the event of tempering with any facilities or equipment furnished and owned by the Company.
- D. Service may be discontinued for payments that are past due as specified on the bill. Payment due dates will be at least fourteen days from the date of the postmark of the bill. Written notice will be sent prior to discontinued at least seven days prior to the date of discontinuation of service. Exceptions and notice requirements will comply with Commission rules and orders in effect at the time.
- E. Upon the Company's discontinuance of service to the Customer under this tariff, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause, (Cont'd.)

- F. The Customer is responsible for providing adequate access lines to enable the Company to terminate all 8XX Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 8XX Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 8XX Toll Free Service, with thirty (30) days written notice.

2.7.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

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**SECTION 2 - GENERAL REGULATIONS, (CONT'D.)****2.7 Payment Arrangements, (Cont'd.)****2.7.5 Cancellation of Application for Service**

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. 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, less net salvage, may apply. 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. The special charges described in 2.7.5 A through 2.7.5 C will be calculated and applied on a case-by-case basis.

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**SECTION 2 - GENERAL REGULATIONS, (CONT'D.)****2.7 Payment Arrangements, (Cont'd.)****2.7.6 Changes in Service Requested**

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

**2.7.7 Returned Item Charge**

A charge will be assessed for any check or other form or payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank of financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

Minimum	Maximum
\$12.50	\$50.00

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

## 2.7 Payment Arrangements, (Cont'd.)

## 2.7.8 Suspension of Service for Nonpayment

The Company may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, the Company may not deny establishment of 1+ presubscribed toll service on the grounds that the Customer has failed to establish creditworthiness, if:

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

When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select the Company as its 1+ carrier of choice, the Company may, subject to its tariffed toll deposit policies and the Commission's rules on establishment of service (See Rules 4901:1-5-14 and 4901:1-5-15, Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5-14 (A)(3), O.A.C., but the Company may negotiate a lower deposit.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.8 Suspension of Service for Nonpayment, (Cont'd.)

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

Upon payment by the Customer of all past due toll debt to the toll provider or to the Company acting on behalf of the toll provider, the Company will notify the Customer's local carrier that the block can be lifted and all 1+ dialing capabilities, including 10-XXX, will be restored.

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## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

### 2.8 Customer Deposits and Advance Payments

#### 2.8.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished or, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

#### 2.8.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance Rule 4901:1-170-05 of the Ohio Administrative Code. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus 30% of the monthly estimated charge for a specified Customer or; two (2) month's charges for a service or facility which has a minimum payment period of one month.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.8 Customer Deposits and Advance Payments

2.8.2 Deposits, (Cont'd.)

- B. A deposit may be required in addition to an advance payment.
- C. Upon discontinuance of service, the Company, within forty-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- D. Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:17-05 of the Ohio Administrative Code Deposits held for less than 180 days will not accrue interest.

2.9 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, term or condition not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the PUCO.

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**SECTION 2 - GENERAL REGULATIONS, (CONT'D.)****2.10 Automatic Number Identification****2.10.1 Regulations**

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

## 2.11 Service Level Standards and Credit Allowances for Service Interruption

## 2.11.1 Service Level Standards

The Company offers the following service level standards for long distance facilities:

Criterion	Definition	Standard
Dial Tone Delay	The specific time between Customer's going off-hook and the receipt of dial tone from the service telephone central office	2.0 seconds maximum
Post Dial Delay	The time from when the last digit is dialed to the moment the phone rings at the receiving location	2.0 seconds maximum
Noise	Unwanted electrical signals introduced into the telephone lines by circuit component or natural disturbances which tend to degrade the performance of the line.	17 dBmC maximum
Signal Loss	The diminishment of the signal level strength resulting in decay and quality of the call and signaling	3 dB maximum
Minimum Loop Current	Minimum level of current between the originating and terminating locations of a call required to support accurate signaling on the call.	23 mA
Grade of Service	The probability that an attempted call will receive a busy signal, expressed as a decimal fraction. This factor is applicable only to the Company's network and not to any portions of the underlying network provided by another telephone service carrier.	P.01 or better
Criterion	Definition	Standard
Change of RespOrg	The transition of management and administration of a Customer's 8XX telephone number records in the 8XX Service Management System. This standard is applicable when a Customer transfers 8XX telephone number service from one carrier to another.	10 days maximum

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

## 2.11 Service Level Standards and Credit Allowances for Service Interruption, (Cont'd.)

## 2.11.2 Calculation of Credit for Service Interruption

The Company guarantees that voice services shall have a minimum service availability of 99.99%. Availability is defined as the time the Company's network is available for processing a telephone call. The Company shall credit Customer's invoice for service interruptions of five minutes or more. Credit allowance will be calculated as a percentage of the monthly recurring charge for the affected service(s) as follows:

Length of Interruption	Credit Allowance
More than 5 minutes up to 4 hours	5%
More than 4 hours up to 8 hours	10%
More than 8 hours up to 12 hours	15%
More than 12 hours up to 16 hours	20%
More than 16 hours up to 24 hours	35%
More than 24 hours up to 96 hours	67%
Over 96 hours	100%

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

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

## 3.1 Directory Assistance

A Customer may obtain the assistance in determining telephone numbers within the customer's local calling area within the state of Ohio at the rate specified below by calling the Directory Assistance operator.

Directory Assistance, per call                      \$0.95

## 3.2 Toll Blocking

Toll Blocking is an optional feature that permits a Customer to restrict access from its telephone lines or trunks to certain toll services. The following toll service blocking options are available at no charge to TWTC long distance business Customers.

Blocking Option	Description
O+	Restricts access to IntraLATA and InterLATA calls placed through the local operator
OO+	Restricts access to IntraLATA and InterLATA calls placed through the long distance operator
O1	Restricts access to operator assisted international calls
O+NPA+555	Restricts access to directory assistance. (Access to directory assistance will be permitted via 411 unless the Customer also requests 411 blocking.)
411	Restricts access to directory assistance. (Access to directory assistance will be permitted via O+NPA+555 unless the Customer also requests O+NPA+555 blocking.)
O11	Restricts access to all international direct dialed calls and all direct dialed calls to the following Caribbean countries: Anguilla; Bahamas; British Virgin Islands; Dominican Republic; Jamaica; Northern Marianas Islands; St. Vincent and Grenadines; Antigua/Barbuda; Barbados; Cayman Islands; Grenada; Midway/Wake Island; St. Kitts & Nevis Islands; Trinidad and Tobago; American Samoa; Bermuda; Dominica; Guam; Montserrat; St. Lucia; and Turks & Caicos. This option includes "O1" restriction for access to operator assisted international calling.

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**This tariff, P.U.C.O. Tariff No. 10 filed by tw telecom of ohio llc, cancels and replaces, in its entirety, the current tariff on file with the Commission, Time Warner Telecom of Ohio, LLC P.U.C.O. Tariff No. 8.**

**Detariffed services are available at [www.twtelecom.com](http://www.twtelecom.com) and may also be viewed at the Company's headquarters: 10475 Park Meadows Drive, Suite 400, Littleton, CO 80124**

**INTRASTATE COMMUNICATIONS SERVICES TARIFF  
REGULATIONS, SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO INTRASTATE  
COMMUNICATIONS SERVICES FURNISHED BY**

**tw telecom of ohio llc**

**WITHIN THE STATE OF OHIO**

**90-9011-TP-TRF**

**CASE NO. 08-591-TP-ACN**

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Issued: January 14, 2009

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Issued by: Pamela Sherwood, Vice President - Regulatory Affairs  
4625 W.86<sup>th</sup> Street, Suite 500  
Indianapolis, IN 46228

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## CHECK SHEET

All pages inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	31	Original	*	62	Original	*
1	Original	*	32	Original	*	63	Original	*
2	Original	*	33	Original	*	64	Original	*
3	Original	*	34	Original	*	65	Original	*
4	Original	*	35	Original	*	66	Original	*
5	Original	*	36	Original	*	67	Original	*
6	Original	*	37	Original	*	68	Original	*
7	Original	*	38	Original	*	69	Original	*
8	Original	*	39	Original	*	70	Original	*
9	Original	*	40	Original	*	71	Original	*
10	Original	*	41	Original	*	72	Original	*
11	Original	*	42	Original	*	73	Original	*
12	Original	*	43	Original	*	74	Original	*
13	Original	*	44	Original	*	75	Original	*
14	Original	*	45	Original	*	76	Original	*
15	Original	*	46	Original	*	77	Original	*
16	Original	*	47	Original	*	78	Original	*
17	Original	*	48	Original	*	79	Original	*
18	Original	*	49	Original	*	80	Original	*
19	Original	*	50	Original	*	81	Original	*
20	Original	*	51	Original	*	82	Original	*
21	Original	*	52	Original	*			
22	Original	*	53	Original	*			
23	Original	*	54	Original	*			
24	Original	*	55	Original	*			
25	Original	*	56	Original	*			
26	Original	*	57	Original	*			
27	Original	*	58	Original	*			
28	Original	*	59	Original	*			
29	Original	*	60	Original	*			
30	Original	*	61	Original	*			

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OHI0901

## TABLE OF CONTENTS

	<u>Page</u>
CHECK SHEET	1
TABLE OF CONTENTS	2
EXPLANATION OF SYMBOLS	6
APPLICATION OF TARIFF	7
1 DEFINITIONS	8
2 REGULATIONS	12
2.1 Undertaking of the Company	12
2.2 Limitations	13
2.3 Use	14
2.4 Liabilities of the Company	14
2.5 Equipment	16
2.6 Installation and Termination	17
2.7 Payment and Credit Regulations	18
2.8 Applicable Law	24
2.9 Interconnection	24
2.10 Inspection, Testing and Adjustment	24
2.11 Tests, Pilots, Promotional Campaigns and Contests	24
2.12 Service Level Standards and Credit Allowances for Interruption	25
2.13 Directory Errors	27
2.14 Special Customer Arrangements	29
2.15 Other Rules	29
2.16 Expedited Due Date Service	30
2.17 Modification of Service Order	31
2.18 Cancellation of Service Order	31
2.19 Connection Charges	32
2.20 Maintenance Visit Charges	32
2.21 Trouble Reporting	33
2.22 Services for the Hearing Impaired	33
2.23 Notices and Communications	34
2.24 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority	35
2.25 Additional Rules Relating to Resale of Service	41
2.26 Charges Associated with Premises Visit	43
2.27 Presubscription Procedures	44
2.28 Other Surcharge	45

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OHI0901

## TABLE OF CONTENTS, (CONT'D.)

	<u>Page</u>
3 APPLICATION OF RATES	46
3.1 Introduction	46
3.2 Usage Based Charges	46
4 SERVICE AREAS	47
4.1 Exchange Service Areas	47
4.2 Calling Areas	48
4.3 Extended Local Calling	49
5 NETWORK SERVICES DESCRIPTION	50
5.1 General Service Provision	50
5.2 Standard Business Line Service	51
5.3 Operator Service	52
5.4 Move and Change Charges	54
5.5 Restoration Charge	54
5.6 Custom Calling Features	54
5.7 Number Portability	55
5.8 Listings	55
5.9 Emergency Services Calling Plan	60
5.10 Supplemental Features	60
5.11 Individual Telephone Numbers Service	60
6 NETWORK SERVICES - RETAIL RATES & CHARGES	61
6.1 General	61
6.2 Cincinnati	61
6.2.1 Standard Business Line Service	61
6.2.2 Operator Service	62
6.2.3 Connection Charges	62
6.2.4 Maintenance Visit Charges	62
6.2.5 Move and Change Charges	62
6.2.6 Custom Calling Features	63
6.2.7 Directory Listings – Main Standard Listing	63
6.2.8 Supplemental Features	63
6.2.9 Individual Telephone Numbers	63

## TABLE OF CONTENTS, (CONT'D).

6	NETWORK SERVICES - RETAIL RATES & CHARGES, CONT'D.	<u>Page</u>
6.3	Columbus	64
6.3.1	Standard Business Line Service	64
6.3.2	Operator Service	65
6.3.3	Connection Charges	65
6.3.4	Maintenance Visit Charges	65
6.3.5	Move and Change Charges	65
6.3.6	Custom Calling Features	66
6.3.7	Directory Listings – Main Standard Listing	66
6.3.8	Supplemental Features	66
6.3.9	Individual Telephone Numbers	66
6.4	Dayton	67
6.4.1	Standard Business Line Service	67
6.4.2	Operator Service	68
6.4.3	Connection Charges	68
6.4.4	Maintenance Visit Charges	68
6.4.5	Move and Change Charges	68
6.4.6	Custom Calling Features	69
6.4.7	Directory Listings – Main Standard Listing	69
6.4.8	Supplemental Features	69
6.4.9	Individual Telephone Numbers	69
7	CURRENT RETAIL PRICE LIST	70
7.1	Cincinnati	70
7.1.1	Standard Business Line Service	70
7.1.2	Operator Service	71
7.1.3	Connection Charges	71
7.1.4	Maintenance Visit Charges	71
7.1.5	Custom Calling Features	72
7.1.6	Directory Listings – Main Standard Listing	72
7.1.7	Supplemental Features	72
7.1.8	Individual Telephone Numbers	72

## TABLE OF CONTENTS, (CONT'D.)

7	CURRENT RETAIL PRICE LIST, CONT'D.	<u>Page</u>
7.2	Columbus	73
7.2.1	Standard Business Line	73
7.2.2	Operator Service	74
7.2.3	Connection Charges	74
7.2.4	Maintenance Visit Charges	74
7.2.5	Custom Calling Features	75
7.2.6	Directory Listings – Main Standard Listing	75
7.2.7	Supplemental Features	75
7.2.8	Individual Telephone Numbers	75
7.3	Dayton	76
7.3.1	Standard Business Line	76
7.3.2	Operator Service	77
7.3.3	Connection Charges	77
7.3.4	Maintenance Visit Charges	77
7.3.5	Custom Calling Features	78
7.3.6	Directory Listings – Main Standard Listing	78
7.3.7	Supplemental Features	78
7.3.8	Individual Telephone Numbers	78
7.4	Miscellaneous Charges	79
7.4.1	Returned Item Charge	79
7.4.2	Expedited Due Date Service	79
7.4.3	Due Date Change Charge	79
7.4.4	Modification of Service Order	79
7.4.5	Cancellation of Service Order	79
8	MISCELLANEOUS SERVICES	80
8.1	Restoration of Service	80
8.2	N11 Dialing Service	81

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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, regulation or text.
- R To signify reduced rate.
- S To signify reissued matter.
- T To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate End User communications services over the facilities of tw telecom of ohio llc for local services and is currently effective in areas within the following counties:

Butler  
Clermont  
Clinton  
Delaware  
Franklin  
Greene  
Hamilton  
Licking  
Madison  
Marion  
Montgomery  
Union  
Warren

To the extent facilities are available, the services offered under this tariff are provided by the Company on an On-Net basis. Unless otherwise noted, pricing for services offered under this tariff reflect the On-Net price for such services. Where service is provided on an Off-Net basis, additional charges may apply.

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SECTION 1 – DEFINITIONS

**Access Services:** The Company's intrastate telephone services offered pursuant to this Tariff.

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

**Automatic Number Identification ("ANI"):** Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is to allow for billing of toll calls.

**Bit:** The smallest unit of information in the binary system of notation.

**Collocation:** An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

**Commission:** The Public Utilities Commission of Ohio.

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

**Company:** **tw telecom of ohio llc**

**Customer or Subscriber:** The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

**Dedicated Inbound Calls:** Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.



---

SECTION 1 – DEFINITIONS, (CONT'D.)

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

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

**DID Trunk:** A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

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

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

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

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

**Duplex Service:** Service which provides for simultaneous transmission in both directions.

**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 ("LERG"), issued by Bellcore.

**End User:** Any person, firm, corporation, partnership or other entity that uses services under provision and regulations of this Tariff.

---

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 engaged in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**Fiber Optic Cable:** A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Hearing Impaired:** Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

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

**IBL:** Integrated Business Line Service.

**ICB:** Individual Case Basis.

**Integrated Business Line Service:** Service provided to Customers that allows grouping of rate components to meet a Customer's specific needs.

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

**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.

**Local Interconnection Trunking Service:** A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

**Mbps:** Megabits, denotes millions of bits per second.

**Minimum Point of Presence ("MPOP"):** The main telephone closet in the Customer's building.

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

**Nonrecurring Charge ("NRC"):** A charge assessed on a one-time basis to initiate, establish or change service.

---

**SECTION 1 – DEFINITIONS, (CONT'D.)**

**Numbering Plan Area ("NPA"):** Area code.

**Off-Net:** A means for carrying traffic to or from the Customer's premises, where the Company leases Other Company's facilities to deliver traffic to Customer location. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

**On-Net:** A means for carrying traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using only Company-owned fiber. On-Net traffic is delivered to Customer exclusively over facilities of the Company.

**Point of Presence ("POP"):** A physical point within a LATA at which a telephone company terminates Customer circuits.

**Premises:** A building or buildings on contiguous property.

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

**Service 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 Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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

**Special Construction:** Service configurations specifically designed and constructed at a Customer's request.

**Traditional Operator Services:** Traditional Operator Services are those services provided by the carrier in which the end user has a Customer relationship with the carrier, contracts with the Customer/end user to provide the services, and the Customer/end user pays for the actual processing of the operator assisted calls.

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

---

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

The Company is a facilities-based common carrier, providing local telecommunications services twenty-four (24) hours per day, seven (7) days a week within the State of Ohio to Customers located in the counties listed under the "Application of Tariff" on Page 7 of this tariff.

---

SECTION 2 – REGULATIONS, (CONT'D.)

## 2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff. The Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network.
- 2.2.2 The Company reserves the right to discontinue or limit service or impose requirements as required to meet changing regulatory requirements, or when such requirements have a material adverse economic effect on the feasibility of providing service, as determined by the Company in its reasonable judgment, or when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6 Service is furnished on the condition that it will be used only for authorized and lawful purposes.
- 2.2.7 The Company will not be in default hereunder for any failure or delay in performance caused by strike or other labor problems, power fluctuations, surges or failures, fire, flood, adverse weather conditions, cable cuts, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of eminent domain rights, war, civil unrest or disorder, terrorism or any other causes beyond the Company's reasonable control ("Force Majeure Event") except as required by Commission rules and regulations.

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.2 Limitations, (Cont'd.)

- 2.2.8 Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld by a court of law. Approval by the Commission merely recognizes that since it is the 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.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

- 2.4.1 The liability of the Company for direct damages or personal injury caused by its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, moving, changing, termination, maintenance, repair, errors, omissions, delays, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. In addition, Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Section 2.13.

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

- 2.4.2 In no event will Company be responsible for consequential damages or lost profits suffered by Customer.
- 2.4.3 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service which service or equipment is related to the Service supplied by the Company, but is not furnished by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
- 2.4.4 The Company shall be indemnified and held harmless by the Customer against:
  - A. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and
  - B. Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer;
  - C. All claims of any kind by Customer's end users; and
  - D. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer in connection with any service provided by the Company.

---

SECTION 2 - REGULATIONS, (CONT'D.)

## 2.5 Equipment

- 2.5.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Company shall have no obligation to install, maintain, repair or operate Customer-provided equipment. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply on a continuing basis with technical specifications established by the Company. In the event that the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer shall compensate the Company for such service call at the Company's then prevailing rates.
- 2.5.2 Other than the facilities, termination equipment or channel derivation equipment provided by the Customer, the Company will provide, install, and maintain, repair, operate and control any equipment, cable or facilities associated with or connected with its network. Unless otherwise provided, the Company is responsible for purchasing such equipment and such equipment remains the property of the Company. The Customer is responsible for any loss or damage to such equipment arising out of the negligent or willful act of the Customer or its agents, employees, or authorized users.



---

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Installation and Termination

2.6.1 Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.6.2 If the Customer wishes to delay the requested due date, the Customer must notify the Company, in writing, at least 72 hours prior to the original requested due date. The Customer shall pay the Company Order Modification fee as outlined in Section 2.18 and pay the Company for any third party charges incurred by the Company to meet the original due date prior to receipt of such notice. When accepting service, the Customer may not alter the completion date entered on the Service Acceptance form to delay the commencement of billing.

2.6.3 The Company may terminate Service if the Customer's material breach is not corrected within thirty (30) days of written notice thereof. Termination for any reason shall not relieve the Customer of liability incurred prior to termination. If the Customer terminates Service(s) prior to the end of the term, the Customer's termination liability will be: month to month rates for the period of time they actually had service - the recurring charges paid to date.

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

---

**SECTION 2 - REGULATIONS, (CONT'D.)****2.7 Payment and Credit Regulations****2.7.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services that result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

Billing for Services begins on the date the Company notifies the Customer that Service has been installed and tested by the Company and is available for the Customer's use ("Service Date"). Charges for Services, including applicable federal, state, and local taxes, will be billed in advance, except for charges based on usage, which will be billed one month in arrears. Charges are due within thirty (30) days from the date of the bill, but in no event later than the commencement of the next billing period.

Any objections to billed charges must be reported to the Company or its billing agent in writing with supporting documentation. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Payment and Credit Regulations, (Cont'd.)

2.7.1 Payment Arrangements, (Cont'd.)

Charges for installations, service connections, moves, and rearrangements, and other engineering services performed by the Company, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via its authorization code(s) as a result of the Customer's intentional or negligent disclosure of the authorization code.

Upon termination of service for any reason, all amounts due from the Customer to the Company, including, but not limited to, charges for services rendered and termination liability as provided in this tariff, shall become immediately due and payable by the Customer.

All telephone companies are subject to the Public Utilities Commission of Ohio's rules for minimum telephone service standards ("MTSS") found in Chapter 4901:1-5 of the Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under the MTSS and that these safeguards can be found in the appendix to rule 4901:1-5-03 of the Ohio Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Payment and Credit Regulations, (Cont'd.)

2.7.2 Deposits

A. Generally

The Company may require an applicant to establish creditworthiness prior to the provision of service. In evaluation credit worthiness, the Company may rely on information obtained from credit reporting bureaus.

The Company reserves the right to require a deposit to be held as a guarantee for the payment of charges in accordance with Rules 4901: 1-5-13 and 4901:1-17-05 of the Ohio Administrative Code. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus 30% of the Customer's estimated monthly average total charge for all regulated local service.

B. Interest on Deposits

Deposits held 180 days or more will accrue interest at the rate prescribed by the Commission. Interest will be either paid to the Customer when its deposit is refunded or deducted from the Customer's final bill for service.

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Payment and Credit Regulations, (Cont'd.)

2.7.2 Deposits, (Cont'd.)

C. Refund of Deposit

A Customer's deposit will be refunded under the following conditions:

1. Upon termination or discontinuance of service, the Customer's deposit, including interest accrued to date, will be applied to the Customer's final bill for service. The remainder, if any, in excess of the final bill, will be refunded directly to the Customer.
2. Upon the Customer's prompt payment of all bills for service for twelve consecutive months without having had more than two (2) late payments, the Company will refund the Customer's deposit including interest accrued to date. Such refund will be made only if the Customer's account is not delinquent. If the Customer has had service disconnected for nonpayment or had more than two (2) late payments for such period, the Company will review the Customer's account every twelve months and will refund the Customer's deposit including interest accrued to date, after the Customer has neither had service disconnected for nonpayment nor made more than two (2) late payments during the twelve consecutive months prior to any review and the Customer's account is not then delinquent.
3. Upon the Customer's request, the Company will refund the Customer's deposit, including interest accrued to date, if the Customer's credit has been otherwise established or reestablished in accordance with Commission rules.

---

**SECTION 2 - REGULATIONS, (CONT'D.)****2.7 Payment and Credit Regulations, (Cont'd.)****2.7.3 Advance Payments**

The Company may require a Customer to make an advance payment before services and facilities are furnished or where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be determined by the company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

**2.7.4 Late Payment Charge and Cost of Collection**

A late payment charge of 1.5 percent per month will be applied to charges not paid by the due date. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet been paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

---

SECTION 2 - REGULATIONS, (CONT'D.)

## 2.7 Payment and Credit Regulations, (Cont'd.)

## 2.7.5 Returned Item Charge

A charge of twenty-five dollars (\$25.00) will be assessed for any check or other form or payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

	<u>Maximum</u>
Returned Item Charge	\$50.00

## 2.7.6 Billing Disputes

Objections to billed charges must be reported to the Company within eighteen (18) months of receipt of billing. Claims must include all supporting documentation and may be submitted online at <http://Customers.twtelecom.com/disputes/> or by telephone at 1-800-565-8982. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Service Monitoring and Enforcement Department  
Public Utilities Commission of Ohio  
180 East Broad Street, Tenth Floor  
Columbus, Ohio 43215-3793  
Toll Free Telephone: 1-800-686-7826  
TTY Toll Free Telephone: 1-800-686-1570  
From 8:00 AM to 5:00 PM (EST) weekdays or at  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

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SECTION 2 - REGULATIONS, (CONT'D.)

2.8 Applicable Law

This tariff is governed by the laws of the State of Ohio.

2.9 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier or by applicable interconnection agreements. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.10 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Customer shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.11 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.



## SECTION 2 - REGULATIONS, (CONT'D.)

## 2.12 Service Level Standards and Credit Allowance for Interruptions

## 2.12.1 Service Level Standards for Local Exchange Services

The Company offers the following service level standards for voice services:

Criterion	Definition	Standard
Dial Tone Delay	The specific time between Customer's going off-hook and the receipt of dial tone from the service telephone central office	2.0 seconds maximum
Post Dial Delay	The time from when the last digit is dialed to the moment the phone rings at the receiving location	2.0 seconds maximum
Noise	Unwanted electrical signals introduced into the telephone lines by circuit component or natural disturbances which tend to degrade the performance of the line.	17 dBmC maximum
Signal Loss	The diminishment of the signal level strength resulting in decay and quality of the call and signaling	3 dB maximum
Minimum Loop Current	Minimum level of current between the originating and terminating locations of a call required to support accurate signaling on the call.	23 mA
Grade of Service	The probability that an attempted call will receive a busy signal, expressed as a decimal fraction. This factor is applicable only to the Company's network and not to any portions of the underlying network provided by another telephone service carrier.	P.01 or better
Change of RespOrg	The transition of management and administration of a Customer's 8XX telephone number records in the 8XX Service Management System. This standard is applicable when a Customer transfers 8XX telephone number service from one carrier to another.	10 days maximum

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SECTION 2 - REGULATIONS, (CONT'D.)

2.12 Service Level Standards and Credit Allowance for Interruptions, (Cont'd.)

2.12.2 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.

2.12.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.13 Directory Errors

- 2.13.1 In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting therefore, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings for errors or mistakes in or omissions of listings obtainable from the director assistance operator shall be given as follows:

- A. Free Listings: For free or no charge published directory listings, credit shall be given as the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- B. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- C. Operator Records: For free or charge listings obtainable from records used by the director assistance operator, upon notification to the Company of the error, mistake or omission in such records by the Customer, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30<sup>th</sup> of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30<sup>th</sup> of the basic monthly rate for PBX trunks).
- D. Credit Limitation: The total amount of the credit provided for the preceding paragraphs A, B, and C shall not exceed, on a monthly basis, the total of charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Directory Errors, (Cont'd.)

2.13.2 As used in this section, the terms "error", "mistake", or "omission" shall refer to a discrepancy in the directory listing or director assistance records which the Company has failed to correct and where the error affects the ability to locate a particular Customer's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the Customer on an incorrect street or in an incorrect community.

2.13.3 Such allowances or credits as specified in this Section shall be given upon notice to the Company by the Customer that such error, mistake, or omission has occurred; provided however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the Customer.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.14 Special Customer Arrangements

In cases where a Customer requests special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this Tariff, the Company may, at its option, provide the requested service under contract.

2.15 Other Rules

2.15.1 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers or Customers as required to meet changing statutes, regulations and Commission rules and standards.

2.15.2 The Customer may not assign its rights or obligations hereunder without the prior written consent of the Company, which shall not be unreasonably withheld or delayed.

2.15.3 All prices, terms, or conditions associated with any Service Contract entered into by the Customer are proprietary to the Company. The Customer may not use the Company's service mark, name or logo in connection with the Customer's marketing of any service to end users, even where those services include a Service supplied by the Company.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.16 Expedited Due Date Service****2.16.1 General**

Upon acceptance of the Customer's application for service, the Company will notify the Customer of the time frame in which service will be installed.

When a Customer requests that service be provided in advance of the established service interval, and the Company is able to comply, an Expedited Due Date Service charge will apply.

The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to expedite the service order.

**2.16.2 Limitation of Liability**

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

**2.16.3 Charges**

The Charge is applicable per exchange, per request and applies in addition to any normal service and installation charges.

	<u>Maximum</u>
Expedited Due Date Charge, Per Line	\$400.00

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.17 Modification of Service Order**

If the Customer requests a change in the service order after the Customer has confirmed the Service Order by signing a contract, an order confirmation (excluding requests to expedite the due date as provided by Section 2.17 of this tariff), an Order Modification Charge will apply. Written requests to delay the due date received less than 72 hours prior to the due date shall not result in the delay of billing monthly recurring charges from a third party that are directly associated with the Customer's request to modify the service order.

	<u>Maximum</u>
Order Modification Charge	\$250.00

**2.18 Cancellation of Service Order**

If the Customer cancels its order for service prior to the service due date, an Order Cancellation Charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to cancel the service order. The Cancellation of Service Order charge may be assessed when the company has already begun making special arrangements of facilities or equipment, which have caused the company to incur expenses before they receive the cancellation notice.

	<u>Maximum</u>
Order Cancellation Charge	25% of the monthly recurring charge for the cancelled circuit

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.19 Connection Charges

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; or (c) a change from one class of service to another at the same or a different location. Connection Charges are listed with each service to which they apply.

A charge will apply to each "move" or "change" of service. A "move" is defined as a change in physical location of the Customer's premises or the point of termination at the Customer's premises. Charges are listed with each service to which they apply. A "change" is defined as a revision, redesign or other provisioning change to existing services. A minimum switch configuration charge of \$50.00 shall apply to each change of service.

## 2.20 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premise to perform work necessary for effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Where a Network Interface Device exists, if the Company is able to test for Dial Tone and the problem proves to be beyond the Network Interface Device (within the Customer's premises) a maintenance charge is applicable. In the event there is no Network Interface Device and/or the Company is unable to test for dial tone, then no maintenance charge will be assessed. In those cases, where the Customer has bought an inside wire maintenance warranty/plan (a nonregulated service) from the Company, no maintenance charge will be applicable regardless of the dialtone test results or whether a NID exists or not.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.



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**SECTION 2 - REGULATIONS, (CONT'D.)****2.21 Trouble Reporting**

If the Customer encounters a problem with any service after the actual completion date, the Customer must obtain a trouble ticket by calling 1-800-829-0420 for transport services, or 1-888-245-0608 for switched services. The Company will issue a credit for service interruptions, if applicable, in accordance with this Tariff. The duration of the problem is determined solely by the date and time the trouble ticket was opened and subsequently closed out as a resolved issue. Credits will not be issued unless a trouble ticket exists for the circuit in question.

**2.22 Services to Hearing Impaired****2.22.1 General**

Impaired Customers or impaired members of a Customer's household, upon written application and upon certification of their status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited education institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, nonprofit organizations and governmental agencies, upon written application that they maintain TDD lines for the benefit of the impaired, are eligible to receive discounted message toll services as specified below.

Upon receipt of the appropriate application, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the impaired: the evening discount off the intrastate, interexchange, Customer-dialed, station-to-station calls originating 8:00 a.m. to 4:59 p.m. Monday through Friday; the night/weekend discount off the intrastate, interexchange, Customer-dialed, station-to-station calls originating 5:00 p.m. to 10:59 p.m. Sunday through Friday, and New Year's day, Independence Day, Labor Day, Thanksgiving, and Christmas.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.23 Notices and Communications

- 2.23.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.23.2 The Company shall designate on the service order and address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service for which the Customer shall mail payment on that bill.
- 2.23.3 Except as otherwise stated in this tariff or permitted by Commission rules or regulations, all notices or other communications required to be given 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.
- 2.23.4 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 procedures for giving notice set forth herein.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.24 Emergency/Crisis / Disaster Restoration and Provisioning Telecommunications Service Priority

## 2.24.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

- B. The TSP program has two components, restoration and provisioning.
1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
  2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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SECTION 2 - REGULATIONS, (CONT'D.)2.24 Emergency/Crisis / Disaster Restoration and Provisioning Telecommunications Service Priority,  
(Cont'd.)

## 2.24.2 TSP Request Process

## A. Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership  
National Security Posture and U.S. Population Attack Warning  
Public Health, Safety, and Maintenance of Law and Order  
Public Welfare and Maintenance of National Economic Posture

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as Customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.24 Emergency/Crisis / Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)****2.24.2 TSP Request Process, (Cont'd.)****B. Provisioning**

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.26.2.A. above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.26.2.A.1 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.24 Emergency/Crisis / Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

## 2.24.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.24 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority,  
(Cont'd.)

2.24.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.24 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

## 2.24.4 Responsibilities of the Company, (Cont'd.)

- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

## 2.24.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted Customer of the action to be taken.



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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.25 Additional Rules Relating to Resale of Service

All local voice services provided by the Company are intended for retail End User purposes only. The Company does not support any Customer's resale of local services to another end user that has not contracted with the Company. Unless otherwise agreed upon in writing by the Company, Customers must abide by the following requirements when purchasing any local services:

- 2.25.1 Customer must use Company- owned telephone numbers or numbers that are officially ported to the Company in connection with the Services.
- 2.25.2 The Company does not support the inclusion of individual names and/or locations for each telephone number used in connection with the Services for Emergency 911 purposes. Customer must utilize PS/ALI (Private Switch/Automatic Line Identifier) software to support each individual location for each ANI (Automatic Number Identification) transmitted by the Company to the applicable Emergency 911 PSAP (Public Safety Answering Position). The Company does not provide PS/ALI software.
- 2.25.3 The Company does not support CARE record information for each of Customer's end users and Customer must choose a single primary interexchange carrier for Customer and all of its end users. The Customer and all of its end users must utilize the same interexchange carrier.
- 2.25.4 The Company does not support the populating of the individual end user's caller name for Caller ID purposes. Only one Caller Name will be supported for each Billing Telephone Number provided to the Customer for the services purchased.
- 2.25.5 The Company does not support individual directory listings for each of the Customer's end users. Customers may only purchase directory listings that are representative of their own business name.
- 2.25.6 The Company will bill only Customer for both Customer's and its end users use of the Services. Usage may be detailed by Billing Telephone Number (BTN), but the Company will not bill Customer's end users for the Services nor does the Company provide billing media to assist Customer in billing its end users.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.25 Additional Rules Relating to Resale of Service, (Cont'd.)

2.25.7 The Company does not offer GR303 protocol in connection with the Services.

2.25.8 The Company will accept trouble reports only from Customer or a Customer provided contact. Customer's end users contacting the Company will be referred back to Customer for trouble ticket management.

2.25.9 Customer agrees that all Services purchased hereunder will be subject to taxes, fees, surcharges and assessments based on Customer's use of the Services as an end user.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.26 Charges Associated with Premises Visit****2.26.1 Terms and Conditions**

The Customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at Customer request, the charge to be billed is the amount quoted to the Customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Residence and Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- Staples, screws, nail, tape, connectors, etc.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.27 Presubscription Procedures

## 2.27.1 Description

New Customers will be asked to select an intraLATA and/or interLATA toll carrier(s) at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for presubscription service. The selected carrier(s) will confirm their respective Customer's verbal selection by third-party verification or return written confirmation notices. All new Customers' initial requests for intraLATA and/or interLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA 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 30 calendar days in which to inform the Company of an intraLATA and/or interLATA toll carrier presubscription selection free of charge. Until the Customer informs the Company of his/her choice for toll carrier(s), the Customer will not have a presubscribed toll carrier, 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 presubscription within the 30day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a presubscription change at any time subject to the charges specified 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 carriers to aid the Customer in selection.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.27 Presubscription Procedures, (Cont'd.)****2.27.2 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply.

1. The charge shall be no greater than those set forth below, unless modified by a Company-specific Commission-approved tariff.
2. If the 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 IntraLATA Presubscription Change Charge**

The IntraLATA Presubscription Change Charge shall be applied as follows:

Per business:

--	Manual Process	\$5.50
--	Electronic Process	\$1.25

**2.28 Other Surcharge****A. 911 Surcharge**

The 911 Surcharge will be applied to the Customer's invoice for each line, trunk or active voice channel.

	Monthly Recurring Charge
911 Surcharge	\$0.12

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### SECTION 3 - APPLICATION OF RATES

#### 3.1 Introduction

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

#### 3.2 Usage Based Charges

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

- 3.2.1 Calls are measured in time duration increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 3.2.3 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.
- 3.2.4 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.
- 3.2.5 All times refer to local time.

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SECTION 4 - SERVICE AREAS

## 4.1 Exchange Service Areas

Exchange Services are provided (pursuant to Sections 5.1 and 6.1) in limited geographic areas. Exchange Services bearing the following NPA-NXX designations are provided at the following rate centers in each specified metropolitan area.

- A. Cincinnati: Alexandria; Aurora; Bethany-West Chester; Boone; Cincinnati; Clermont; Covington; Hamilton; Harrison; Independence; Lawrenceburg; Lebanon; Little Miami; Mason; Newtonsville; Oxford; Shandon; West Harrison; Walton; Williamsburg; Williamstown.
- B. Columbus: Alton; Canal Winchester; Cheshire Center; Columbus; Delaware; Dublin; Gahanna; Grove City; Groveport; Hilliard; Lockbourne; London; New Albany; Pataskala; Plain City; Radnor; Rathbone Reynoldsburg; Westerville; and Worthington.
- C. Dayton: Beavercreek; Brookville; Centerville; Dayton; Englewood; Enon; Fairborn; Franklin; Jamestown; Middletown; Miamisburg/West Carrollton; Monroe; New Carlisle; Mt. Orab; Piqua; Seaman; Springfield; Tipp City; Trenton; Trotwood; Troy; Vandalia; West Milton; Wilmington; and Xenia.

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Note: Full service versions of the Company's Exchange Services will be provided to Customers at Customer premises located in these areas pursuant to this or the incumbent local exchange carrier's tariff, to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises is served by an incumbent local exchange carrier's wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

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4625 W.86<sup>th</sup> Street, Suite 500  
Indianapolis, IN 46228

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**SECTION 4 - SERVICE AREAS, (CONT'D.)****4.2 Calling Areas**

Geographically-defined Local Calling Areas are associated with each Exchange Service provided pursuant to Section 5.1. In addition to the Local Calling Areas listed below, the following exchanges have been aggregated to form local calling zones:

Columbus Metropolitan Exchange Area (CME):

The local calling area of the Columbus Metropolitan Exchange Area (CME) consists of Alton, Canal Winchester, Cheshire Center, Columbus, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Kilbourne, Lockbourne, New Albany, Pataskala, Rathbone, Reynoldsburg, Sunbury-Galena, West Jefferson, Westerville, Worthington.

Cincinnati Metropolitan Exchange Area (CME)

The local calling area of the Cincinnati CME consists of: Batavia, Bethany-West Chester, Bethel, Cherry Grove, Chevot, Clermont, Covedale, Evendale, Fairfield, Glendale, Groesbeck, Hamilton, Hamlet, Hartwell, Hyde Park, Little Miami, Loveland, Madisonville, Miami, Milford, Montgomery, Mt. Healthy, Mt. Washington, Newtonsville, New Richmond, North Greenhills, Northside, Norwood, Price Hill, Reily, Rossmoyne, Saylor Park, Seven Mile, Shandon, St. Bernard, Tobasco, West Chester, West Seventh, Westwood, Williamsburg.

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1 Rates and rate plans for Local Calling Area Calls placed over Company-provided Exchange Access Services are set forth in Section 6.



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SECTION 4 - SERVICE AREAS, (CONT'D.)

4.2 Calling Areas, (Cont'd.)

Dayton Metropolitan Exchange Area (DME)

The local calling area of the Dayton Metropolitan Exchange area consists of: Brookville, Cedarville, Clifton, Donnelsville, Englewood, Enon, Farmersville, Franklin, Germantown, Gratis, Jamestown, Lewisburg Liberty, Laura, Medway, Middletown, New Carlisle, New Lebanon, Phillipsburg, Spring Valley, Tipp City, Troy, Trotwood, Trenton, Waynesville, West Alexandria, West Milton, Xenia, Yellow Springs.

4.3 Extended Local Calling

Extended Local Calling (ELC) is a non-Optional plan that provides one way calling to the Dayton Metropolitan Area (exact exchanges listed below in the ELC Exchange section below). ELC is only applicable to Customers in Lebanon and Mason rate centers.

Extended Local Calling ELC Exchanges

Dayton, Beaver Creek, Bellbrook, Centerville, Dayton, Fairborn, Franklin, Monroe, Mainisburg-West Carrolton, Spring Valley, Trenton, and Vandalia.

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## SECTION 5 - NETWORK SERVICES DESCRIPTIONS

### 5.1 General Service Description

All services offered in this tariff are subject to Service Order and change charges where the Customer requests new service or changes in existing services, as well as indicated nonrecurring and monthly recurring charges.

These services provide a Customer with the ability to connect its terminal equipment, inside wiring or transmission facilities to the Company's switched network for the origination and reception or telephonic communications, and includes optional features designed to facilitate the use or expand the functionality of communications services.

Service is intended for end user applications with local usage not to exceed 200,000 minutes per month. Terms and conditions, rates and charges for applications exceeding 200,000 minutes of local usage per month will be determined on an individual case basis. If the Customer's actual usage exceeds 200,000 minutes of local usage per month, the Company may, upon thirty (30) days written notice, re-calculate and adjust the monthly recurring rates to be charged to the Customer. If the Customer does not accept the adjusted rates, it may upon notice to the Company terminate the Service. Termination liability charges may apply as specified elsewhere in this tariff.

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.2 Standard Business Line Service**

Standard Business Line Service provides a Customer with a single, voice-grade communications channel that can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. Standard Business Line Service may be offered on a Flat rate, per Message rate or on a Measured usage basis. Message and Measured Business Line Service consists of a flat rate monthly component combined with a usage sensitive component.

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.3 Operator Services**

Provides for live or automated operator treatment when Customer dials "0". Services include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

Customers may choose the Company as their carrier for intraLATA calls and interLATA calls. They may select providers on a full 2 PIC basis.

MTS calls are billed in one (1) minute increments with an initial billing period of one (1) minute. The total number of minutes will be rounded at end of Billing Period to the nearest minute. Fractional cents will be rounded to nearest cent.

**5.3.1 Third Number Billing**

Third Number Billing allows the Customer to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

**5.3.2 Collect Calling**

Collect Calling allows the Customer to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

**5.3.3 Calling Card Calls**

This service allows the Customer to place a call using a calling card provided by an interexchange carrier with or without the assistance of an operator.

**5.3.4 Person to Person**

Calls are completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.3 Operator Services, (Cont'd.)

5.3.5 Station to Station

Calls are completed with the assistance of an operator to a particular station. The call may be billed to the called party.

5.3.6 General Assistance

This service allows the Customer to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 telephone numbers, but does not allow operator completion of the call.

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.4 Move and Change Charges**

The Customer will be assessed a nonrecurring charge for any move or change of a PRI Service. Move and Change Charges are defined as follows:

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

**Change:** Any revision, redesign or other provisioning change to existing services.

**5.5 Restoration Charge**

A restoration charge applies to the restoration of services and facilities suspended for any reason under the provisions of this Tariff.

**5.6 Custom Calling Features (Not all features available in all markets)****5.6.1 Caller ID with Number Delivery**

This service permits the Customer to preview the number of an incoming call before the call is answered. Caller ID records the number, date and time of each incoming call. Caller ID requires the use of specialized Customer Premises Equipment (CPE) not provided by the Company. It is the Customer's responsibility to provide the necessary CPE.

**5.6.2 Caller ID per Line Blocking**

This service automatically prevents the display of the calling telephone number on all calls dialed from an exchange service equipped with this option. It is not necessary to dial an activation code prior to placing the call. Caller ID per Line Blocking is offered at no charge to the Customer.

**5.6.3 Caller ID per Call Blocking**

This service prevents the display of the calling telephone number on all calls dialed from an exchange service equipped with this option. It is necessary to dial an activation code prior to placing the call. Caller ID per Call Blocking is offered at no charge to the Customer.

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.7 Number Portability**

This service allows a Customer to retain a telephone number assigned by another certified local exchange carrier from whom the Customer previously received service. In compliance with Commission Rules, the Company provides this service at no charge to the Customer.

**5.8 Listings****5.8.1 General**

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. Abbreviations may be used in listings as required. A listing may be rejected that is judged to be objectionable.

A name may be repeated in the white pages only when a different address or telephone number is used.

**5.8.2 Composition of Listings****A. Name****1. Business Service**

The following names may be included in business service listings

- a. The name of Customer or joint user.
- b. The name of each business enterprise which the Customer or joint user conducts.
- c. The name by which the business of a Customer or joint user is known to the public.
- d. The name of any person associated with the Customer or joint user in the same business.
- e. The name of any person, firm or organization that the Customer or joint user is authorized to represent.

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.8 Listings, (Cont'd.)****5.8.2 Composition of Listings, (Cont'd.)****A. Name, (Cont'd.)****1. Business Service, (Cont'd.)**

- f. Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing, in the judgment of the Company, is not for advertising purposes. The name of a publication issued periodically by the Customer or joint user.
- g. The name of an inactive business organization in a cross reference listing when authorized by such business or organization.
- h. The name of a member of the Customer's domestic establishment when business service is furnished in the Customer's residence.
- i. The name of a corporation which is the parent or subsidiary of the Customer.
- k. The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
- l. The name of the Customer to a sharing arrangement.

**B. Designation**

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone numbers or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation.



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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.8 Listings, (Cont'd.)****5.8.2 Composition of Listings, (Cont'd.)****B. Designation, (Cont'd.)**

A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this tariff. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiropodist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that Customer or another Customer in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence service is furnished in a church study, the listing may include the designation "study."

**C. Address**

Each listing may, but does not have to, include the street address where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

**D. Telephone Number**

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

## 5.8 Listings, (Cont'd.)

## 5.8.3 Types of Listings

## A. Main Listings:

## 1. Main Standard Listing

A main listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to Section 5.9.2.B above.

## 2. Additional Main Listing

Customers may arrange for an additional main listing. An additional main listing is a main standard listing provided for a non-hunting extra-line or for the first line of each multi-hunt group.

## B. Premium Listings

## 1. Additional Listings

Customers may arrange for additional listings, similar to the primary listing, at the additional listing rate. Listings may include abbreviated names, that are commonly spelled several ways, rearrangements of names and nicknames by which the Customer is commonly known. All names will be included in their proper alphabetical order. If the above additional listing does not readily identify the Customer, it shall be necessary to include a line of information stating "same as" or "see" and a reference to the name contained in the main listing at the Extra Listing Line Rate. Listings will not be accepted for the purpose of securing preferential publicity or position.

## 2. Extra Listing Lines

Lines of information acceptable to the Company may be arranged for at the rate shown in the schedule to appear in addition to a main listing for the purpose of facilitating use of the service.

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.8 Listings, (Cont'd.)****5.8.3 Types of Listings, (Cont'd.)****B. Premium Listings, (Cont'd.)****4. Alternate Call Listings**

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing. Such listing may be furnished as an indented listing or as a sub-caption.

The telephone number in such a listing may be that of another service furnished to the same Customer, or of one of the Customer's PBX trunks not included in the incoming service group, or of a service furnished to a different Customer.

**5. Alternate User Listings**

An Alternate User Listing may be furnished when it is necessary to refer the directory user to an alternate listing when there are joint users of the same telephone number.

**6. Cross Reference Listings**

A Cross Reference Listing may be furnished in the same alphabetical group with the related listing when it is necessary to refer to the directory user to another directory listing.

**7. Suite Listing**

A Suite Listing allows the Customer to add its office or suite number to a Main or Additional directory listing. A Suite Listing may not be purchased as a standalone listing.

**C. Move / Change, Late Charge**

There is a one-time nonrecurring charge for each request to move or change a listing. If the request is received after the directory publisher's deadline for such changes, an additional late charge will apply.

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.9 Emergency Services Calling Plan**

The Company's Emergency Services Calling Plan provides access (at no additional charge for the call) to emergency services by dialing 0 - or 9-1-1.

Message toll telephone calls, to governmental emergency service agencies, having primary or principal responsibility with respect to the provision of emergency services to person and property in the area from which the call is made, meeting the definition and criteria of an emergency call is offered at no charge to Customers:

Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

**5.10 Supplemental Features**

The following features may be purchased for use with the Company's Trunk, PRI and Voice T-1 Services. Features are available as equipment and facilities permit.

**5.12.1 Calling Number Delivery**

This feature allows the display of the calling party's number on the End User's station equipment.

**5.11 Individual Telephone Numbers Service**

Customers may order Individual Telephone Numbers Service for use with Inward and Two-Way Trunks and PRI Services. This enables a PBX to route an incoming call directly to an extension number without the need for an attendant. Use of Individual Telephone Numbers Service may require PBX software not provided by the Company. The first telephone number per trunk group is provided at no charge.

The Company will handle requests for large quantities of numbers (i.e., more than 100) on an individual case basis.

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**SECTION 6 - NETWORK SERVICES - RETAIL RATES & CHARGES****6.1 General**

This section describes the Company's offerings for local dial-tone service and related switched services.

The following Network Services are offered in this Tariff:

Standard Business Line Service  
Directory Assistance  
Operator Service  
Connection Charges  
Maintenance Visit Charges  
Move and Change Charges

**6.2 Cincinnati****6.2.1 Standard Business Line Service**

A.	Nonrecurring Charges	<u>Maximum</u>
		Per Line \$60.00
B.	Monthly Recurring Charges*	<u>Maximum</u>
		Per Flat Line: \$60.00
		Per Message Line: \$25.00
C.	Message Usage Rate:	<u>Maximum</u>
		Per Message: \$0.14

*\*Contract Terms available for 12, 24, 36 and 60 months. Contract terms will not exceed maximum rate as set forth on this page.*

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SECTION 6 - NETWORK SERVICES - RETAIL RATES & CHARGES, (CONT'D.)

## 6.2 Cincinnati, (Cont'd.)

## 6.2.2 Operator Service\*

## Operator Assisted Service Charges Per Call

Customer Dialed Calling Card  
Operator Dialed Calling Card  
Third Number Billing  
Collect Calling  
Person-to-Person  
General Assistance

## 6.2.3 Connection Charges

Connection Charges are nonrecurring charges and are listed with each service to which they apply.

## 6.2.4 Maintenance Visit Charges

Duration of time, per technician	<u>Maximum</u>
First one hour	\$175.00
Each additional one-half (1/2) hour	\$ 87.00

## 6.2.5 Move and Change Charges

	<u>Maximum</u>
Per Change	\$ 200.00
Per Move	\$4000.00
Per Restoration	\$4000.00

\*See Current Retail Price List Page 71 for Rates.

## SECTION 6 - NETWORK SERVICES - RETAIL RATES &amp; CHARGES, (CONT'D.)

## 6.2 Cincinnati, (Cont'd.)

## 6.2.6 Custom Calling Features

<u>Monthly Recurring Charge</u>	<u>Maximum</u>
Caller ID (Number Delivery)	\$7.50
Caller ID Per Line Blocking	\$1.67
Caller ID Per Call Blocking	N/C
 <u>Monthly Recurring Charge</u>	 <u>Maximum</u>
Caller ID (Number Delivery)	\$15.00*
Caller ID Per Line Blocking	\$11.10
Caller ID Per Call Blocking	\$15.00*

## 6.2.7 Directory Listings – Main Standard Listing

<u>Monthly Recurring Charge</u>	<u>Maximum</u>
Main Standard Listing - Local	N/C
Main Standard Listing - Foreign	\$5.00
 <u>Nonrecurring Charge</u>	 <u>Maximum</u>
Main Standard Listing - Local	\$15.00
Main Standard Listing - Foreign	\$15.00

## 6.2.8 Supplemental Features

<u>Monthly Recurring Charge</u>	<u>Maximum</u>
Calling Number Delivery	\$200.00
E911 CPN Management*	ICB
 <u>Nonrecurring Charge</u>	 <u>Maximum</u>
Calling Number Delivery	\$200.00
E911 CPN Management*	

## 6.2.9 Individual Telephone Numbers

	<u>Maximum</u>
Nonrecurring Charge Per Number	\$0.36
Monthly Recurring Charge Per Number	\$0.36

\*This charge applies to new Customers as of August 20, 1998.

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SECTION 6 - NETWORK SERVICES - RETAIL RATES & CHARGES, (CONT'D.)

## 6.3 Columbus

## 6.3.1 Standard Business Line Service

## A. Message Rate Service

- |    |                            |                |
|----|----------------------------|----------------|
| 1. | Nonrecurring Charges       | <u>Maximum</u> |
|    | Per Line:                  | \$50.00        |
| 2. | Monthly Recurring Charges* | <u>Maximum</u> |
|    | Per Message Line           | \$50.00        |
| 3. | Message Usage Rate         | <u>Maximum</u> |
|    | Per Message:               | \$0.14         |

## B. Flat Rate Service

- |    |                          |                |
|----|--------------------------|----------------|
| 1. | Nonrecurring Charges     | <u>Maximum</u> |
|    | Per Line:                | \$50.00        |
| 2. | Monthly Recurring Charge | <u>Maximum</u> |
|    | 12 Months                | \$50.00        |
|    | 24 Months                | \$50.00        |
|    | 36 Months                | \$50.00        |
|    | 60 Months                | \$50.00        |

## C. Message Usage Rate

- |              |                |
|--------------|----------------|
|              | <u>Maximum</u> |
| Per Message: | \$0.14         |

*\*Contract Terms available for 12, 24, 36 and 60 months. Contract terms will not exceed maximum rate as set forth on this page.*



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SECTION 6 - NETWORK SERVICES - RETAIL RATES & CHARGES, (CONT'D.)

## 6.3 Columbus, (Cont'd.)

## 6.3.2 Operator Service\*

## Operator Assisted Service Charges:

Per Call Charges  
Customer Dialed Calling Card  
Operator Dialed Calling Card  
Third Number Billing  
Collect Calling  
Person-to-Person  
Station-to-Station  
General Assistance

## 6.3.3 Connection Charges

Connection Charges are nonrecurring charges and are listed with each service to which they apply.

## 6.3.4 Maintenance Visit Charges

Duration of time, per technician	<u>Maximum</u>
First one hour	\$175.00
Each additional one-half (1/2) hour	\$ 87.00

## 6.3.5 Move and Change Charges

	<u>Maximum</u>
Per Change	\$ 200.00
Per Move	\$4,000.00
Per Restoration	\$4,000.00

\*See Current Retail Price List Page 74 for Rates.

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SECTION 6 - NETWORK SERVICES - RETAIL RATES & CHARGES, (CONT'D.)

## 6.3 Columbus, (Cont'd.)

## 6.3.6 Custom Calling Features

<u>Monthly Recurring Charge</u>	<u>Maximum</u>
Caller ID with Number	\$6.60
Caller ID Per Line Blocking	\$1.10
Caller ID Per Call Blocking	N/C
 <u>Nonrecurring Charge</u>	 <u>Maximum</u>
Caller ID (Number Delivery)	\$15.00
Caller ID Per Line Blocking	\$15.00
Caller ID Per Call Blocking	\$15.00

## 6.3.7 Directory Listings – Main Standard Listing

<u>Monthly Recurring Charge</u>	<u>Maximum</u>
Main Standard Listing - Local	N/C
Main Standard Listing - Foreign	\$5.00
 <u>Nonrecurring Charge</u>	 <u>Maximum</u>
Main Standard Listing - Local	\$10.00
Main Standard Listing - Foreign	\$10.00

## 6.3.8 Supplemental Features

<u>Monthly Recurring Charge</u>	<u>Maximum</u>
Calling Number Delivery	\$200.00
E911 CPN Management*	
 <u>Nonrecurring Charge</u>	 <u>Maximum</u>
Calling Number Delivery	\$200.00
E911 CPN Management*	

## 6.3.9 Individual Telephone Numbers

	<u>Maximum</u>
Nonrecurring Charge Per Number	\$0.39
Monthly Recurring Charge Per Number	\$0.39

---

SECTION 6 - NETWORK SERVICES - RETAIL RATES & CHARGES, (CONT'D.)

## 6.4 Dayton

## 6.4.1 Standard Business Line Service

## A. Message Rate Service

1. Nonrecurring Charges  
Per Line: Maximum  
\$50.00
2. Monthly Recurring Charges\*  
Per Message Line: Maximum  
\$50.00
3. Message Usage Rate  
Per Message: Maximum  
\$0.14

## B. Flat Rate Service

1. Nonrecurring Charges  
Per Line: Maximum  
\$50.00
2. Monthly Recurring Charge  
Maximum  
12 Months \$50.00  
24 Months \$50.00  
36 Months \$50.00  
60 Months \$50.00

## C. Message Usage Rate

- Per Message: Maximum  
\$0.14

*\*Contract Terms available for 12, 24, 36 and 60 months. Contract terms will not exceed maximum rate as set forth on this page.*

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SECTION 6 - NETWORK SERVICES - RETAIL RATES & CHARGES, (CONT'D.)

## 6.4 Dayton, (Cont'd.)

## 6.4.2 Operator Service\*

## Operator Assisted Service Charges Per Call

Customer Dialed Calling Card  
Operator Dialed Calling Card  
Third Number Billing  
Collect Calling  
Person-to-Person  
Station-to-Station  
General Assistance

## 6.4.3 Connection Charges

Connection Charges are nonrecurring charges and are listed with each service to which they apply.

## 6.4.4 Maintenance Visit Charges

Duration of time, per technician	<u>Maximum</u>
First one hour	\$175.00
Each additional one-half (1/2) hour	\$ 87.00

## 6.4.5 Move and Change Charges

	<u>Maximum</u>
Per Change	\$ 200.00
Per Move	\$4000.00
Per Restoration	\$4000.00

\*See Current Retail Price List Page 77 for Rates.

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SECTION 6 - NETWORK SERVICES - RETAIL RATES & CHARGES, (CONT'D.)

## 6.4 Dayton, (Cont'd.)

## 6.4.6 Custom Calling Features

<u>Monthly Recurring Charge</u>	<u>Maximum</u>
Caller ID with Number	\$6.60
Caller ID Per Line Blocking	\$1.10
Caller ID Per Call Blocking	N/C
<u>Nonrecurring Charge</u>	<u>Maximum</u>
Caller ID (Number Delivery)	\$15.00
Caller ID Per Line Blocking	\$15.00
Caller ID Per Call Blocking	\$15.00

## 6.4.7 Directory Listings – Main Standard Listing

<u>Monthly Recurring Charge</u>	<u>Maximum</u>
Main Standard Listing - Local	N/C
Main Standard Listing - Foreign	\$5.00
<u>Nonrecurring Charge</u>	<u>Maximum</u>
Main Standard Listing - Local	\$5.00
Main Standard Listing - Foreign	\$5.00

## 6.4.8 Supplemental Features

<u>Monthly Recurring Charge</u>	<u>Maximum</u>
Calling Number Delivery	\$200.00
E911 CPN Management*	
<u>Nonrecurring Charge</u>	<u>Maximum</u>
Calling Number Delivery	\$200.00
E911 CPN Management*	

## 6.4.9 Individual Telephone Numbers

	<u>Maximum</u>
Nonrecurring Charge Per Number	\$0.39
Monthly Recurring Charge Per Number	\$0.39

---

## SECTION 7 - CURRENT RETAIL PRICE LIST

This section contains the current price for the Company's local dial-tone service and related switched services. All services are available on a retail and wholesale basis. Pricing is the same for retail and wholesale service.

### 7.1 Cincinnati

#### 7.1.1 Standard Business Line Service

##### A. Flat Rate Service

	<u>Monthly</u>	<u>12 Month Term</u>	<u>24 Month Term</u>	<u>36 Month Term</u>	<u>60 Month Term</u>
Monthly Recurring Charge	\$38.31	\$38.16	\$36.05	\$34.48	\$32.56
Nonrecurring Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Move Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Change Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Restore Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80

##### B. Message Rate Service

	<u>Monthly</u>	<u>12 Month Term</u>	<u>24 Month Term</u>	<u>36 Month Term</u>	<u>60 Month Term</u>
Monthly Recurring Charge	\$21.74	\$21.09	\$20.46	\$19.57	\$18.48
Nonrecurring Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Move Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Change Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80
Restore Charge	\$44.80	\$44.80	\$44.80	\$44.80	\$44.80

Per Message Usage Rate: Per Message \$0.12

*\* Existing Customers at existing locations as of, continue to receive this service at the previously tariffed rate of \$12.95 per line, per month.*

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**SECTION 7 - CURRENT RETAIL PRICE LIST, (CONT'D.)****7.1 Cincinnati, (Cont'd.)****7.1.2 Operator Service****Operator Assisted Service Charges Per Call**

Customer Dialed Calling Card	\$1.50
Operator Dialed Calling Card	\$1.75
Third Number Billing	\$1.00
Collect Calling	\$2.00
Person-to-Person	\$3.00

General Assistance	\$1.00
--------------------	--------

**7.1.3 Connection Charges**

Connection Charges are nonrecurring charges and are listed with each service to which they apply.

**7.1.4 Maintenance Visit Charges**

Duration of time, per technician	
First one hour	\$175.00
Each additional one-half (1/2) hour	\$ 87.00

---

SECTION 7 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 7.1 Cincinnati, (Cont'd.)

## 7.1.5 Custom Calling Features

<u>Monthly Recurring Charge</u>	
Caller ID (Number Delivery)	\$6.50
Caller ID Per Line Blocking	\$1.00
Caller ID Per Call Blocking	N/C

<u>Nonrecurring Charge</u>	
Caller ID (Number Delivery)	\$0.00
Caller ID Per Line Blocking	N/C
Caller ID Per Call Blocking	\$5.85

## 7.1.6 Directory Listings – Main Standard Listing

<u>Monthly Recurring Charge</u>	
Main Standard Listing - Local	N/C
Main Standard Listing - Foreign	\$4.50

<u>Nonrecurring Charge</u>	
Main Standard Listing - Local	N/C
Main Standard Listing - Foreign	\$11.10

## 7.1.7 Supplemental Features

<u>Monthly Recurring Charge</u>	
Calling Number Delivery	\$0.00
E911 CPN Management*	ICB

<u>Nonrecurring Charge</u>	
Calling Number Delivery	\$0.00
E911 CPN Management*	ICB

## 7.1.8 Individual Telephone Numbers

Nonrecurring Charge Per Number	\$0.35
Monthly Recurring Charge Per Number	\$0.17



## SECTION 7 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 7.2 Columbus

## 7.2.1 Standard Business Line Service\*\*

## A. Message Rate Service

		12 Month	24 Month	36 Month	60 Month
	<u>Monthly</u>	<u>Term</u>	<u>Term</u>	<u>Term</u>	<u>Term</u>
Monthly Recurring Charge	\$19.75	\$18.76	\$17.78	\$16.79	\$15.80
Nonrecurring Charge-Initial*	\$44.40	\$44.40	\$44.40	\$44.40	\$44.40
Nonrecurring Charge-Add'l	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Move Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Change Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Restore Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15

Message Usage Rate Per Message: \$0.06

## B. Flat Rate Service

	12 Month	24 Month	36 Month	60 Month
	<u>Term</u>	<u>Term</u>	<u>Term</u>	<u>Term</u>
Monthly Recurring Charge	\$33.46	\$32.55	\$30.98	\$23.06
Nonrecurring Charge-Initial*	\$44.40	\$44.40	\$44.40	\$44.40
Nonrecurring Charge-Add'l	\$30.15	\$30.15	\$30.15	\$30.15
Move Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Change Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Restore Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

\*Customers prior to at existing locations continue to receive this service at the previous rate of \$30.00 per line, per month

\*\*All rates and charges may be adjusted on an ICB for these services.

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**SECTION 7 - CURRENT RETAIL PRICE LIST, (CONT'D.)****7.2 Columbus, (Cont'd.)****7.2.2 Operator Service****Operator Assisted Service Charges Per Call**

Customer Dialed Calling Card	\$1.25
Operator Dialed Calling Card	\$1.95
Third Number Billing	\$2.25
Collect Calling	\$2.50
Person-to-Person	\$3.75
Station-to-Station	\$1.10
General Assistance	\$1.10

**7.2.3 Connection Charges**

Connection Charges are nonrecurring charges and are listed with each service to which they apply.

**7.2.4 Maintenance Visit Charges**

Duration of time, per technician	
First one hour	\$175.00
Each additional one-half (2) hour	\$ 87.00

---

SECTION 7 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 7.2 Columbus, (Cont'd.)

## 7.2.5 Custom Calling Features

<u>Monthly Recurring Charge</u>	
Caller ID (Number Delivery)	\$6.50
Caller ID Per Line Blocking	N/C
Caller ID Per Call Blocking	\$1.00

<u>Nonrecurring Charge</u>	
Caller ID (Number Delivery)	\$0.00
Caller ID Per Line Blocking	\$0.00
Caller ID Per Call Blocking	\$0.00

## 7.2.6 Directory Listings – Main Standard Listing

<u>Monthly Recurring Charge</u>	
Main Standard Listing - Local	N/C
Main Standard Listing - Foreign	\$2.25

<u>Nonrecurring Charge</u>	
Main Standard Listing - Local	N/C
Main Standard Listing - Foreign	\$5.00

## 7.2.7 Supplemental Features

<u>Monthly Recurring Charge</u>	
Calling Number Delivery	\$0.00
E911 CPN Management*	ICB

<u>Nonrecurring Charge</u>	
Calling Number Delivery	\$0.00
E911 CPN Management*	ICB

## 7.2.8 Individual Telephone Numbers

Nonrecurring Charge Per Number	\$0.35
Monthly Recurring Charge Per Number	\$0.15

---

**SECTION 7 - CURRENT RETAIL PRICE LIST, (CONT'D.)**
**7.3 Dayton****7.3.1 Standard Business Line Service****A. Message Rate Service**

		24 Month	36 Month
	<u>Monthly</u>	<u>Term</u>	<u>Term</u>
Monthly Recurring Charge	\$19.75	\$17.78	\$16.79
Nonrecurring Charge-Initial	\$44.40	\$44.40	\$44.40
Nonrecurring Charge-Add'l	\$30.15	\$30.15	\$30.15
Move Charge	\$30.15	\$30.15	\$30.15
Change Charge	\$30.15	\$30.15	\$30.15
Restore Charge	\$30.15	\$30.15	\$30.15

Message Usage Rate Per Message: \$0.06

**B. Flat Rate Service**

		12 Month	24 Month	36 Month	60 Month
	<u>Monthly</u>	<u>Term</u>	<u>Term</u>	<u>Term</u>	<u>Term</u>
Monthly Recurring Charge	\$34.81	\$33.66	\$32.55	\$30.98	\$29.06
Nonrecurring Charge-Initial	\$44.40	\$44.40	\$44.40	\$44.40	\$44.40
Nonrecurring Charge-Add'l	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Move Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Change Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15
Restore Charge	\$30.15	\$30.15	\$30.15	\$30.15	\$30.15

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SECTION 7 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 7.3 Dayton, (Cont'd.)

## 7.3.2 Operator Service

## Operator Assisted Service Charges Per Call

Customer Dialed Calling Card	\$1.25
Operator Dialed Calling Card	\$1.95
Third Number Billing	\$2.25
Collect Calling	\$2.50
Person-to-Person	\$3.75
Station-to-Station	\$1.10
General Assistance	\$1.10

## 7.3.3 Connection Charges

Connection Charges are nonrecurring charges and are listed with each service to which they apply.

## 7.3.4 Maintenance Visit Charges

Duration of time, per technician	
First one hour	\$175.00
Each additional one-half (2) hour	\$ 87.00

---

SECTION 7 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 7.3 Dayton, (Cont'd.)

## 7.3.5 Custom Calling Features

Monthly Recurring Charge

Caller ID (Number Delivery)	\$6.50
Caller ID Per Line Blocking	N/C
Caller ID Per Call Blocking	N/C

Nonrecurring Charge

Caller ID (Number Delivery)	\$0.00
Caller ID Per Line Blocking	\$5.00
Caller ID Per Call Blocking	\$0.00

## 7.3.6 Directory Listings – Main Standard Listing

Monthly Recurring Charge

Main Standard Listing - Local	N/C
Main Standard Listing - Foreign	\$2.25

Nonrecurring Charge

Main Standard Listing - Local	N/C
Main Standard Listing - Foreign	\$5.00

## 7.3.7 Supplemental Features

Monthly Recurring Charge

Calling Number Delivery	\$0.00
E911 CPN Management*	ICB

Nonrecurring Charge

Calling Number Delivery	\$0.00
E911 CPN Management*	ICB

## 7.3.8 Individual Telephone Numbers

Nonrecurring Charge Per Number	\$0.35
Monthly Recurring Charge Per Number	\$0.15

---

SECTION 7 - CURRENT RETAIL PRICE LIST, (CONT'D.)

## 7.4 Miscellaneous Charges

The rates and charges listed in this section apply to the Columbus, Cincinnati and Dayton exchanges.

## 7.4.1 Returned Item Charge (Section 2.7.5)

Returned Item Charge, per occasion                      \$25.00

## 7.4.2 Expedited Due Date Service (Section 2.16)

Per Line    \$250.00\*

## 7.4.3 Modification of Service Order (Section 2.17)

Per Request    \$250.00\*

## 7.4.4 Cancellation of Service Order (Section 2.18)

Per Request                      25% of the monthly recurring charge for the cancelled circuit\*

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the company has notified a Customer or prospective Customer of the possibility that special expenses may be incurred in connection with provisioning the Customer's service, and then the company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

\* *The Company reserves the right to assess documented charges from a third party that are directly associated with the Customer's request to modify, cancel or expedite the Customer's service order.*

---

SECTION 8 - MISCELLANEOUS SERVICES

8.1 Restoration of Service

8.1.1 Description

A restoration charge applies to the restoration of services and facilities suspended for any reason under the provisions of this Tariff. The restoration charge is payable at the time the restoration of the suspended service and facilities is arranged. The Customer must satisfy its past due balance and correct the deficiency that gave rise to the suspension prior to the restoration of service. In addition, the Company may require the Customer to pay a deposit or otherwise re-establish credit prior to the restoration of the suspended service and facilities.

8.1.2 Rate

A restoration charge equal to the applicable nonrecurring charge(s) set forth in this Tariff or the Service Order for the suspended service(s) shall be applied.



---

**SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)****8.2 N11 Dialing Service**

The Company allows Customers to access N11 services offered by other providers. N11 Dialing Service is a three-digit local dialing arrangement (excluding 411 and 911) available in specified service areas for the delivery of information and referral services via voice grade facilities as required by state and federal regulators.

The local calling area for the rate center of the N11 service subscriber will be the same as the Company's local calling area for that rate center. N11 Dialing Service will be provided as equipment and facilities permit. N11 service is limited to use by agencies approved by applicable federal and/or state regulators.

N11 Dialing Service is delivered via regular exchange access lines, e.g., individual business lines, trunks, etc. Service is furnished subject to availability of the N11 number.

Access to N11 Dialing Service is not available to the following services:

- 1+ Toll Services
- 101XXXX
- Credit Card
- Third-Party Billed
- Collect Calls
- Inmate Service

Operator assisted calls to the N11 Subscriber will not be completed.

The N11 subscriber may not directly or indirectly sell or transfer the N11 Number to an unaffiliated entity.

Only one seven or 10- digit local number or one 10-digit toll free number may be used as the lead number per basic local calling area.

All requests for N11 Dialing Service must be submitted in writing to the Commission.

---

SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

8.2 N11 Dialing Service, (Cont'd.)

The N11 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via the N11 number. If requested by the Company, the N11 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscribers N11 service.

Though access to these services is free of charge, the Customer who subscribes to measured or message rate service will incur standard local usage charges when accessing N11 Dialing Services.

In no event shall the Company be liable for any losses, damages or claims of any kind arising from the provision of N11 Dialing Service or any Customer's use of such service.

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CARRIER TO CARRIER

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**This tariff, P.U.C.O. Tariff No. 11 - Access filed by tw telecom of ohio llc, cancels and replaces, in its entirety, the current tariff on file with the Commission, Time Warner Telecom of Ohio, L.L.C. P.U.C.O. Tariff No. 2 - Access.**

**tw telecom of ohio llc**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES**

**APPLYING TO COMMUNICATIONS SERVICES WITHIN**

**THE STATE OF OHIO**

**Applicable in the State of Ohio.**

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## CARRIER TO CARRIER

## 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.

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

\* - indicates those pages included with this filing

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**CARRIER TO CARRIER**

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**TABLE OF CONTENTS**

	<u>Page</u>
CHECK SHEET	1
TABLE OF CONTENTS	2
CONCURRING CARRIERS	3
EXPLANATION OF NOTES	4
SECTION 1 - GENERAL REGULATIONS	5
SECTION 2 - RULES AND REGULATIONS	11
SECTION 3 - SWITCHED ACCESS SERVICE	31
SECTION 4 - CARRIER COMMON LINE ACCESS SERVICE	39
SECTION 5 - SPECIAL ARRANGEMENTS	40
SECTION 6 - BILLING AND COLLECTION	45
SECTION 7 - OPERATOR SERVICES	55
SECTION 8 - RESALE/RESOLD SERVICES	60
CURRENT RATES	

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CARRIER TO CARRIER

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF NOTES

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

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CARRIER TO CARRIER

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## SECTION 1 - GENERAL REGULATIONS

## 1.1 Application of Tariff

This tariff contains regulations, rates and charges applicable to the provision of access services by **tw telecom of ohio llc** to Customers in areas within the following counties that are served by Ameritech of Ohio:

Delaware  
Franklin  
Greene  
Madison  
Marion  
Union

**tw telecom of ohio llc** is also certificated to serve in the following counties:

Adams	Allen	Auglaize	Brown
Butler	Champaign	Clark	Clermont
Clinton	Darke	Greene	Hamilton
Hardin	Highland	Logan	Mahoning
Medina	Mercer	Miami	Montgomery
Pike	Portage	Preble	Putnam
Scioto	Shelby	Stark	Summit
Tuscarawas	VanWert	Warren	Wayne

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.

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CARRIER TO CARRIER

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SECTION 1 - GENERAL REGULATIONS, (CONT'D.)

1.2 Definitions

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

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

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

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

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

Carrier or Common Carrier - See Interexchange Carrier.

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

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

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

Company - **tw telecom of ohio llc**

Customer - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

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CARRIER TO CARRIER

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SECTION 1 - GENERAL REGULATIONS, (CONT'D.)

1.2 Definitions, (Cont'd.)

Customer Designated Premises - The premises specified by the Customer for termination of Access Services.

Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

End Office Switch - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

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

Entry Switch - First point of switching.

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

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

First Point Of Switching - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

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CARRIER TO CARRIER

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SECTION 1 - GENERAL REGULATIONS, (CONT'D.)

1.2 Definitions, (Cont'd.)

Interexchange Carrier (IC) - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

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

Intrastate Communications - Any communications which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Local Access And Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

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

Message - A Message is a Call as defined above.

Off-Hook - The active condition of Switched Access Service or a telephone exchange line.

On-Hook - The idle condition of Switched Access Service or a telephone exchange line.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

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

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SECTION 1 - GENERAL REGULATIONS, (CONT'D.)

1.2 Definitions, (Cont'd.)

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

Serving Wire Center - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

Special Access Circuit - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

Terminating Direction - The use of Switched Access Service for the completion of calls from an IC's premises to an End User premises.

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

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

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

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

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CARRIER TO CARRIER

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SECTION 1 - GENERAL REGULATIONS, (CONT'D.)

1.3 Undertaking of the Company

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

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

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CARRIER TO CARRIER

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SECTION 2 - RULES AND REGULATIONS

2.1 Use of Facilities and Service

2.1.1 Use of Service

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Use of Facilities and Service, (Cont'd.)

2.1.2 Limitations

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

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.1 Use of Facilities and Service, (Cont'd.)

## 2.1.3 Customer-Authorized Use

Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

## 2.1.4 Use and Ownership of Equipment

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

## 2.2 Minimum Period of Service

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Flexible Pricing

2.3.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for access service. The Company may change a specific rate within the range of the established minimum and maximum rates.

2.3.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised rate attachment with the Commission.
- B. Customer notification of a rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.4 Payment for Service Rendered

- 2.4.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

- 2.4.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.
- 2.4.3 A charge of \$25.00 will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank of financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.

## 2.4.4 Application of Late Payment Charge

- A. Late payment charges do not apply to final accounts.
- B. Late payment charges do not apply to government agencies of the State of Ohio.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Deposits**

- 2.5.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- 2.5.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.5.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.5.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

2.7 Disputed Bills

Objections to billed charges must be reported to the Company within eighteen (18) months of receipt of billing. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-565-8982. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Inspection, Testing and Adjustment

- 2.8.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.8.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.8.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.9 Suspension or Termination of Service

## 2.9.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.

All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

Suspension or termination shall not be made until:

- A. At least ten (10) days after written notification has been served personally on the Customer, or at least twenty (20) days after written notification has been mailed to the billing address of the Customer or;
- B. At least ten (10) days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Suspension or Termination of Service, (Cont'd.)

2.9.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Utilities Commission Rules and Regulations.

Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

2.9.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Suspension or Termination of Service, (Cont'd.)****2.9.4 Termination for Cause Other Than Nonpayment****A. General**

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Suspension or Termination of Service, (Cont'd.)

2.9.4 Termination for Cause Other Than Nonpayment, (Cont'd.)

A. General, (Cont'd.)

4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.9 Suspension or Termination of Service, (Cont'd.)

## 2.9.4 Termination for Cause Other Than Nonpayment, (Cont'd.)

## C. Abandonment or Unauthorized Use of Facilities, (Cont'd.)

## 1. (Cont'd.)

In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:

- a. No charge shall apply for the period during which service had been terminated, and
- b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.
- c. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

## 2.9.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Obligations of the Customer****2.10.1 Damages**

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

**2.10.2 Ownership of Facilities**

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

**2.10.3 Equipment Space and Power**

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

**2.10.4 Testing**

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Obligations of the Customer, (Cont'd.)****2.10.5 Design of Customer Services**

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

**2.10.6 Network Contingency Coordination**

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

**2.10.7 Jurisdictional Reports**

For Switched Access services, the Company will use the percentage of interstate originating feature group D to determine the percent of interstate usage to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to call upon the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

If the Customer does not provide a Percentage of Interstate Usage ("PIU") Factor, the Company will allocate traffic equally (50%) between the interstate and intrastate usage.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Obligations of the Customer, (Cont'd.)****2.10.7 Jurisdictional Reports, (Cont'd.)**

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill. This default billing procedure will remain in effect until the Customer: 1) provides call detail information to the Company (if the provision of such information would permit the Company to determine jurisdiction); 2) supplies the necessary jurisdictional percentages or; 3) agrees with the Company on all alternate billing procedure.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

**2.10.8 Mixed Interstate and Intrastate Access Service**

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.10.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

**2.10.9 Meet Point Billing**

The Company shall provide terminations at its switches/access tandems for origination and termination of carrier access calls to and from interexchange carriers and the Customer. These calls will be billed under Meet Point Billing arrangements for interLATA and carrier access traffic. The Customer must establish separate trunk groups for traffic handled under Meet Point Billing arrangements. The Customer must provide call detail in standard industry format to the Company for calls exchanged or completed under Meet Point Billing arrangements. The rates and charges are set forth in Section 3 of this tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Automatic Number Identification****2.11.1 General**

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

**2.11.2 Up to 7 Digit Outpulsing of Access Digits to Customer**

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.11 Automatic Number Identification, (Cont'd.)

## 2.11.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.11 Automatic Number Identification, (Cont'd.)

## 2.11.3 Regulations, (Cont'd.)

- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- F. The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).
- G. Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

## 2.11.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to the regulations of the Public Utilities Commission of the State of Ohio.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Determination of Mileage

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

2.13 Services Provided Pursuant to Term Agreements

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service. This provision will be applicable to contracts executed subsequent to the effective date of this tariff.

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## SECTION 3 - SWITCHED ACCESS SERVICE

## 3.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

## 3.2 Rate Categories

There are three rate categories which apply to Switched Access Service:

- Local Switching
- Local Transport
- Common Line (see Section 4 of this tariff)

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.2 Rate Categories, (Cont'd.)****3.2.1 Local Switching**

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching which provides the local end office switching functions and optional features.

Transport Termination which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

**3.2.2 Local Transport**

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories, (Cont'd.)

3.2.2 Local Transport, (Cont'd.)

A. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

B. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

3.2.3 Toll Free Number Data Base Access Service

This service provides access on a per query basis to the Toll Free Number Data Base for the purpose of routing end user dialed toll free number calls (i.e. 800/888) to the Customer.

3.2.4 Time of Day Usage Rates

Time of Day usage rates apply to switched access rate schedules that are based on minutes of use. Time of Day usage rates apply on a per access minute or per call basis and are accumulated over a monthly period.

The time when the connection is established is determined in accordance with the time (standard or daylight savings) that is legally in use at the point where the calling station is located. The time of originating connection determines whether day, evening or night rates apply.

When usage begins in one rate period and ends in another such usage will be billed at the rates applicable to each rate period.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.3 Obligations of the Company**

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

**3.3.1 Network Management**

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

**3.3.2 Design and Traffic Routing of Switched Access Service**

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.3 Obligations of the Company, (Cont'd.)****3.3.3 Provision of Service Performance Data**

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

**3.3.4 Trunk Group Measurements Reports**

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

**3.3.5 Intercept**

The Company arranges to provide for the termination of a call to a Company Intercept operator or recording at the dedicated intercept network from the end office switch. The operator or recording announces to caller the reason why the call cannot be completed, and if possible, provides corrected dialing instructions.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.4 Obligations of the Customer**

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

**3.4.1 Report Requirements**

Customers are responsible for providing the following reports to the Company, when applicable.

**A. Jurisdictional Reports**

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.10.7 preceding. Charges will be apportioned in accordance with those reports.

**B. Code Screening Reports**

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

**3.4.2 On and Off-Hook Supervision**

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

**3.4.3 Trunk Group Measurements Reports**

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

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**CARRIER TO CARRIER**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.5 Rate Regulations**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

**3.5.1 Minimum Periods**

Switched Access Service is provided for a minimum period of one month.

**3.5.2 Cancellation of Access Service Order**

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. If a Customer or End User is unable to accept Access Service within thirty (30) calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

**A. Prior to Firm Order Confirmation Date**

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

**B. On or After Firm Order Confirmation Date**

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

Cancellation Fee: See Rate Schedule Section

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.6 Rates and Charges

3.6.1 Recurring Charges

A. Local Switching

Per Access Minute: See Rate Schedule Section

B. Local Transport

Switched Transport: See Rate Schedule Section

Per Access Minute, per mile:

Dedicated Transport:

The rates for Dedicated Transport facilities are found in **tw telecom of ohio llc's** Ohio Pricing Guide No. 3. Rules and regulations of this tariff apply to dedicated transport service.

C. Residual Interconnection, per access minute

See Rate Schedule Section

D. Toll Free Data Base Access Service (i.e. 800/888)

Per Query: See Rate Schedule Section

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SECTION 4 - CARRIER COMMON LINE ACCESS SERVICE

4.1 General

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

4.2 Limitations

No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

4.3 Application Of Intrastate Charges

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.10.7 of this tariff.

4.4 Rates and Charges

See Rate Schedule Section

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**SECTION 5 - SPECIAL ARRANGEMENTS****5.1 Special Construction****5.1.1 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.

**5.1.2 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of 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;
- C. license preparation, processing, and related fees;
- D. tariff preparation, processing and related fees;
- E. cost of removal and restoration, where appropriate; and
- F. any other identifiable costs related to the specially constructed or rearranged facilities.

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## SECTION 5 - SPECIAL ARRANGEMENTS, (CONT'D.)

## 5.2 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.

## 5.3 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 services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services 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:

1. LATA and type of switch
2. Service description
3. Rates and charges
4. Quantity
5. Length of the agreement.

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## SECTION 5 - SPECIAL ARRANGEMENTS, (CONT'D.)

## 5.4 500/900 Access Service

Originating 500/900 Access Service is a Trunk Side Switched Service that is available to the Customer via 900 Access Service trunk groups. 900 Access Service trunk groups will be provided in conjunction with FGD. 500/900 Access Service is available with either 1+ or 1+ and 0+ dialing capability, with 1+ the standard. 0+500/0+900 dialing is available for use with calling cards only (operator handled calls other than calling card calls are not permitted). When a 1+ or 0+500/900+NXX+XXXX call is originated by an end user, the Company will perform the Customer identification function to determine the Customer location to which the call is to be routed. The Customer identification function will be available at Company switches.

Additionally, 500/900 Access Service usage measurement shall be in accordance with the regulations set forth in this tariff. Usage shall be measured in the same manner in which Feature Group D access minutes are measured.

Unless prohibited by technical limitations of the Customer's terminating switch (e.g., different dialing plans), the Customer's 900 Access Service traffic may, at the option of the Customer, be combined in the same trunk group arrangement with the Customer's non-500/900 Access Service traffic. When required by technical limitations, or at the request of the Customer, a separate trunk group will be established for 900 Access Service. 900 Access Service calls originated as 0-, 10XXX, 101XXXX, Company Coin sent paid, or originated from Inmate Service, and toll restricted stations will be blocked.

500/900 Access Service originating from Company Switch(es) will be using Feature Group D signaling with overlap outpulsing. Feature Group D signaling may be provided with or without 10-digit ANI, but not in the same trunk group. 500/900 Access Service originating from Company Switch(es) without the Customer identification function, will be provided using traditional signaling.

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**SECTION 5 - SPECIAL ARRANGEMENTS, (CONT'D.)****5.4 500/900 Access Service, (Cont'd.)**

For 500/900 Access Service traffic originating from Company Switch(es) with the Customer identification function, Feature Group D parameters as specified in Section 3.1 and Section 3.2 of this tariff will apply.

The Company retains the right to administer its network in such a manner that will minimize the impact of traffic surges in 500/900 Access Service traffic on other access service traffic. The Company may, when it deems necessary, implement network management controls to ensure acceptable service levels.

In order to ensure deployment of adequate protective network controls, the Company requires that the Customer provide notification to the Company's Network Operations Center at least two business days before any 500/900 Access Service event for which a substantial call volume is expected during a short period of time (e.g., media stimulated event). Notification should include the nature, time, duration and frequency of the event, an estimated call volume, and the 500/900 line number to be used.

The Customer is responsible for using 500/900 Access Service in accordance with this tariff. 500/900 Access Service shall not be used for any communication which is prohibited by law, nor in any manner which is unlawful. The Customer shall cooperate with the Company to resolve complaints which may result from such uses of 500/900 Access Service.

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**SECTION 5 - SPECIAL ARRANGEMENTS, (CONT'D.)****5.4 500/900 Access Service, (Cont'd.)****5.4.1 500/900 Access Service Implementation Charge**

The following nonrecurring charges are assessed for the provision of 500/900 Access Service. Subscribers to 500/900 Access Service receive originating access service. The Service Establishment Charge will be applied whenever a Customer places an initial order for 500/900 Access Service, and includes the cost of establishing one NXX code. Each additional NXX requested on the same order will be subject to the Additional NXX code Charge. The Subsequent Order Charge applies to the first NXX code to be added or deleted on a subsequent order. The Additional NXX Code Charge is applicable to any additional NXX codes after the first one requested on any subsequent orders.

	<u>Maximum</u>
Service Establishment Charge	\$5,000.00
Subsequent Order Charge	\$ 500.00
Additional NXX Code Charge	\$ 500.00

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SECTION 6 - BILLING AND COLLECTION

6.1 General

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

6.2 Recording Service

Recording is the entering on magnetic tape or other acceptable media the details of customer messages recorded via the Company's end office or tandem switching equipment through Switched Access service. Recording is provided 24 hours a day, seven (7) days a week.

The Company will provide, at the request of the customer, Recording Service in association with messages that can be recorded by the Company-provided automatic message accounting equipment.

The Company will provide Recording Service in its operating territory.

The term "customer message" used herein denotes an intrastate call originated by a customer's end user. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer, i.e., Feature Group Switched Access Service, local and intraLATA access or resale, and intraLATA toll free service (i.e., 800/888) service.

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## SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

## 6.2 Recording Service, (Cont'd.)

## 6.2.1 Undertaking of the Company

A. The Company will record all customer messages that are available to the Company-provided recording equipment or operators. The Company will record all customer messages, including interLATA intrastate, intraLATA intrastate, local and interLATA interstate messages. Unavailable customer service messages will not be recorded. The recording equipment will be provided at locations selected by the Company.

B. A standard format for the provision of the recorded customer message detail will be established by the Company and provided to the customer. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved customers six months prior to the change.

Assembly and Editing, Provision of Customer Detail, data transmission to a customer location, special orders for recording program and program development will be provided to the customer on a contractual basis.

C. Recorded customer message detail which is used at the request of the customer to provide Message Processing and Message Bill Processing Service is not retained by the Company for longer than 45 days. The rated but unbilled message detail and the billed message detail is retained for reference (i.e., on paper or microfiche) in place of the recorded customer message detail. For recorded customer message detail not used by Message Processing Service, at the customer's request the Company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. Charges may apply to recover costs associated with this retrieval. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

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**SECTION 6 - BILLING AND COLLECTION, (CONT'D.)****6.2 Recording Service, (Cont'd.)****6.2.2 Liability of the Company**

Notwithstanding 6.2.1 preceding, the Company liability for Recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set for in 6.2.1 (A) and (B) preceding shall attach to the Company for its action or the conduct of its employees in providing Recording Service.

**6.2.3 Obligations of the Customer**

The customer shall order Recording Service under a Special Order.

The customer shall order Recording Service at least one month prior to the date when the Customer message detail is to be recorded, unless customer's request requires that Recording Service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The customer shall order Recording Service by end office and type of call in accordance with the terms and conditions established on an individual case basis Special Order.

**6.2.4 Payment Arrangements and Audit Provision****A. Notice and Scope**

1. Upon forty-five (45) days' prior written notice by the customer to the Company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any twelve month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the Company as part of its provision of Billing and Collection Services and the charges to the customer for other services provided by the Company pursuant to this tariff.

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SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

6.2 Recording Service, (Cont'd.)

6.2.4 Payment Arrangements and Audit Provision, (Cont'd.)

A. Notice and Scope, (Cont'd.)

2. The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, the materials to be reviewed.
3. The written notice of audit shall be directed to the Company's representative at the address stipulated by such representative.
4. The Company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for a good cause. The Company shall also indicate the new date for commencement of said audit.
5. Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the Company prior to their departure, followed by a letter within thirty (30) days confirming findings and proposed completion.

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**SECTION 6 - BILLING AND COLLECTION, (CONT'D.)****6.2 Recording Service, (Cont'd.)****6.2.4 Payment Arrangements and Audit Provision, (Cont'd.)****B. Payment of Expense**

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

**C. Requests for Examinations**

1. In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (2) following. The Company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
2. An "Examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to Billing and Collection Service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

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SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

6.2 Recording Service, (Cont'd.)

6.2.4 Payment Arrangements and Audit Provision, (Cont'd.)

D. Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

E. Minimum Period and Minimum Monthly Charge

The minimum period for which Recording Service without sorting is provided and for which charges apply is one month.

6.3 Automatic Number Identification

Offered in conjunction with Recording Service, ANI provides the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a customer's premises, or where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a customer's premises. ANI is offered only in conjunction with Recording Service and is not offered on a stand-alone basis.

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SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

6.4 Billing Name and Address Service

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA Service will be provided on both a manual and a mechanized<sup>1</sup> basis. On a manual basis, the information will be provided by voice telecommunications, facsimile, or by mail, as appropriate.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's data base.

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<sup>1</sup> Mechanized Service will be available no later than June 30, 1996.

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CARRIER TO CARRIER

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SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

6.4 Billing Name and Address Service, (Cont'd.)

6.4.1 Undertaking of the Company

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail, or its equivalent, within ten (10) business days.
- B. The Company will specify the format in which requests and tapes are to be submitted.
- C. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company database, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- D. The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances in which the BNA information is not the BNA that was applicable at the time the message was originated.

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SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

6.4 Billing Name and Address Service, (Cont'd.)

6.4.2 Obligations of the Customer

- A. With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.
- B. The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the customer a statement of its procedures concerning confidential information.
- C. The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.

6.4.3 Rate Regulations

- A. Service Establishment Charges may apply for the initial establishment of BNA Service on a manual basis, for the initial establishment of BNA Service on a mechanized basis and for establishment of a Master BNA List for a customer.
- B. A charge applies for each request for BNA information for a telephone number or BTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.
- C. When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge may apply.



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## SECTION 6 - BILLING AND COLLECTION, (CONT'D.)

## 6.5 Rates and Charges

## 6.5.1 Recording

	<u>Maximum</u>
Per Customer Message	\$0.025

## 6.5.2 Billing Name and Address

	<u>Maximum</u>
Manual Transaction	
Service Establishment Charge	\$2,000.00
Query Charge Per Number	\$1.00
Mechanized Transaction	
Service Establishment Charge	\$2,000.00
Query Charge Per Number	\$1.00

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**SECTION 7 - OPERATOR SERVICES****7.1 Inward Operator Services****7.1.1 General**

Inward Operator Services enable customers to be connected to the Company's operator services switch for the purpose of providing operator services to their end users.

**7.1.2 Service Description****A. Busy Line Verification (BLV)**

BLV is a service where, at the request of the customer's operator, a Company operator will attempt to determine the status of an exchange service line (e.g. conversation in progress, available to receive a call or out of service) and report to the customer's operator.

**B. Busy Line Verification/Interrupt (BLVI)**

BLVI is a service where, at the request of the customer's operator, a Company operator determines and reports that a conversation is in progress on an exchange service line and subsequently interrupts such conversation to request that the conversation be terminated so that the customer's end user can attempt to complete a call to the line.

**7.1.3 Specifications**

Inward Operator Services are provided over trunks between the customer's premises and the Company's local switch. Where FGD trunks which carry other customer traffic are used, the technical specifications for such trunks apply. The Company will be responsible for transporting this traffic from its local switch to its operator service switch when these are different.

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SECTION 7 - OPERATOR SERVICES, (CONT'D.)

7.1 Inward Operator Services, (Cont'd.)

7.1.4 Undertaking of Company

In addition to the obligations of the Company set forth above, the following obligations apply only to the provision of Inward Operator Services:

- The Company will provide BLV and BLVI for telephone numbers in its operating territory.
- The Company operator will respond to one telephone number per call on requests for BLV or BLVI.
- The Company will designate which operator service switch serves which NXXs and make such information available to the customer.

7.1.5 Obligations of the Customer

In addition to the obligations of the customer set forth in this tariff, the customer has the following obligations pertaining only to the provision of Inward Operator Services:

- The customer shall order Inward Operator Services as set forth in this tariff.
- The customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any other person.

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SECTION 7 - OPERATOR SERVICES, (CONT'D.)

7.1 Inward Operator Services, (Cont'd.)

7.1.6 Rate Regulations

- A. No minimum monthly charge applies.
- B. Switched Access Service per access minute charges do not apply to Inward Operator Services trunks.
- C. The charge for BLV applies per verification requested. The charge for BLVI applies per verification and interruption requested.

7.1.7 Rates

- A. BLV, per verification requested  
Maximum: \$3.00
- B. BLVI, per verification and interrupt requested  
Maximum: \$6.00

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**SECTION 7 - OPERATOR SERVICES, (CONT'D.)****7.2 Operator Passthrough Service****7.2.1 General**

Operator Passthrough Service enables a customer who provides operator services to receive calls passed through to it by the Company, within a specified LATA, for the purpose of operator assisted call completion or, for the customer who does not provide operator service, Operator Passthrough Service enables end user calls to be passed through to either a customer designated Operator Service Provider or a Company provided recording. Operator Passthrough Service is only available in end offices equipped with Feature Group D.

**7.2.2 Service Description**

Operator Passthrough Service provides end users with access to the operators of the customer for operator assisted call completion, when the customer provides operator services for end users for calls originating from a particular LATA and is capable of receiving calls passed through to it by the Company in that LATA.

The Company will, when requested by an end user, connect that end user to a specified customer for operator call completion provided that customer offers operator services in the end user's originating LATA and is capable of receiving calls passed through to it by the Company in that LATA.

If the customer does not provide operator services for end users, at the option of the customer, the Company will provide end users with access to a customer designated Operator Services Provider or to a Company provided announcement which will direct the end user to contract their Presubscribed Interexchange Carrier for dialing instructions.

For the customer who opts to designate an Operator Services Provider, only one Operator Services Provider may be designated within a specified LATA.

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## SECTION 7 - OPERATOR SERVICES, (CONT'D.)

## 7.2 Operator Passthrough Service, (Cont'd.)

## 7.2.3 Rate Regulations

- A. The Operator Passthrough charge, which includes the costs associated with handling the operator traffic, applies on a "per call passed through" basis.
- B. The customer will be assessed the Operator Passthrough Charge per call passed through to either the customer's operator or a Company provided recording.
- C. The Operator Passthrough charge will be assessed on the designated Operator Services Provider when the customer designates an Operator Services Provider to handle its operator traffic.

## 7.2.4 Service Rearrangements

In the event that a customer who does not provide operator services for its end users requests a change in its designated operator service traffic arrangement, a Service Rearrangement charge applies.

## 7.2.5 Rates

- A. Operator Passthrough Charge, per call  
Maximum: \$1.00
- B. Service Rearrangement ICB

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SECTION 8 - RESALE/RESOLD SERVICES

8.1 Resale/Resold Services

There are no prohibitions or limitations on the resale of services. Resale and Resold Services are available only to Carriers who have been certified by the Public Utilities Commission of Ohio (PUCO) to provide intrastate Local Exchange Services. Resale/Resold services will be at tariffed rates with no discount.

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## CURRENT RATES

## Switched Access, Section 3.6

## 3.6.1 Recurring Charges

## A. Cincinnati

1. Local Switching  
Per Access Minute: \$0.0036714\*\*  
Shared Trunk Port  
Per Access Minute: \$0.000968\*\*
2. Transport  
Switched Transport:  
Per Access Minute, Per Mile: \$0.000117\*\*\*  
Per Minute: \$0.0006  
  
Residual Interconnection,  
Per Minute: \$0.0\*
3. Tandem Switching  
Per Access Minute: \$0.002001\*\*  
Tandem Multiplexing  
Per Access Minute: \$0.00024\*\*
4. Toll Free Data Base Access  
Service (i.e., 8XX)  
Per Query: \$0.002391

\*The Company is currently waiving these charges.

\*\*Elements combined for invoice presentation.

\*\*\*Represents the base rate at one (1) mile. The displayed invoice rate will be the rate resulting from the calculation of the mileage from the tw telecom switch to the tandem, times this rate.

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CURRENT RATES *continued*

## Switched Access, Section 3.6

## 3.6.1 Recurring Charges

## B. Columbus and Dayton

1.	Local Switching	
	Per Access Minute:	\$0.003153**
	Shared Trunk Port	
	Per Access Minute:	\$0.000371**
2.	Transport	
	Switched Transport:	
	Per Minute, Per Mile:	\$0.000013***
	Per Access Minute:	\$0.000103
	Residual Interconnection,	
	Per Minute:	
	Originating	\$0.000000
	Terminating	\$0.000000
3.	Tandem Switching	
	Per Access Minute:	\$0.001118**
	Tandem Multiplexing	
	Per Access Minute:	\$0.000015**
4.	Toll Free Data Base Access	
	Service (i.e., 8XX)	
	Per Query:	\$0.002304

\*\*Elements combined for invoice presentation.

\*\*\*Represents the base rate at one (1) mile. The displayed invoice rate will be the rate resulting from the calculation of the mileage from the tw telecom switch to the tandem, times this rate.

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**CURRENT RATES** *continued*

Carrier Common Line, Section 4.4

**A. Per Access Minute - Cincinnati**

Originating	\$0.000000
Terminating	\$0.000000

**B. Per Access Minute - Columbus and Dayton**

Originating	\$0.000000
Terminating	\$0.000000

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CURRENT RATES *continued*

## 5.4 500/900 ACCESS SERVICE

## 5.4.1 Nonrecurring Charges

## A. Cincinnati

Service Establishment Charge	\$ 1,500.00
Subsequent Order Charge	\$ 150.00
Additional NXX Code Charge	\$ 150.00

## B. Columbus and Dayton

Service Establishment Charge	\$ 1,500.00
Subsequent Order Charge	\$ 150.00
Additional NXX Code Charge	\$ 150.00

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CURRENT RATES *continued*

## Billing and Collection, Section 6.5

## 6.5.1 Recording

## A. Cincinnati

Per Customer Message	\$0.025
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## B. Columbus and Dayton

Per Customer Message	\$0.025
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## 6.5.2 Billing Name and Address

## A. Cincinnati

## Manual Transaction

Service Establishment Charge	\$0.00*
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Query Charge Per Number	\$1.00
-------------------------	--------

## Mechanized Transaction (Not Available Yet)

Service Establishment Charge	\$0.00*
------------------------------	---------

Query Charge Per Number	\$1.00
-------------------------	--------

## B. Columbus and Dayton

## Manual Transaction

Service Establishment Charge	\$0.00*
------------------------------	---------

Query Charge Per Number	\$1.00
-------------------------	--------

## Mechanized Transaction (Not Available Yet)

Service Establishment Charge	\$0.00*
------------------------------	---------

Query Charge Per Number	\$1.00
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\*The Company is currently waiving these charges.

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CURRENT RATES *continued*

Inward Operator Services, Section 7.1

BLV, Per Verification Requested	\$0.90
BLVI, Per verification and interrupt requested	\$1.10

Operator Passthrough Service, Section 7.2

Operator Passthrough Charge, per call	\$0.22
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**tw telecom of ohio, llc**

**Exhibit C**

**Narrative Summarizing All Changes Proposed in the Application**

The purpose of this filing is to reflect the change of name of the Company from Time Warner Telecom of Ohio, LLC to **tw telecom of ohio llc** which was previously approved by the Commission June 26, 2008, Case Number 08-591-TP-ACN. All changes in the tariffs are textual only, and no services, rates, terms or conditions have been changed.

**tw telecom of ohio, llc**

**Exhibit D**

**Customer Notice and Affidavit**

**N/A**