The Public Utilities Commission of Ohio **TELECOMMUNICATIONS APPLICATION FORM for** 



NC

# **DETARIFFING AND RELATED ACTIONS**

Per the Commission's 09/19/07 "Implementation	Order" in Case No. 06-1345-TP-ORD
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(Effective: 10/01/2007 through 04/01/2008) 09-250-TRATA

In the Matter of the Application of )	TRF Docket No. 90- <u>9279</u> -79-77 r= Case No.06 - 1345 - <b>TP</b> - <b>ATA</b>			
to Detariff Certain Tier 2 Services and make other changes ) related to the Implementation of Case No. 06-1345-TP-ORD )	Case No. <u>U6 - 1345</u> - 117 - A. 1 A. NOTE: Unless you have reserved a Case No. leave the "Case No fields BLANK.			
Name of Registrant(s) COMTECH 21, LLC				
DBA(s) of Registrant(s)				
Address of Registrant(s) One Barnes Park South				
Company Web Address www.prescientworldwide.com				
Regulatory Contact Person(s) Laura Matosian	Phone <u>203-679-7257</u>	Fax 877-312-5544		
Regulatory Contact Person's Email Address Imatosian@comtech21.com	1			
Contact Person for Annual Report Michael Brady		Phone 203-679-7000		
Address (if different from above)				
Consumer Contact Information Laura Matosian		Phone 203-679-7257		
Address (if different from above)				

# Part I - Tariffs

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

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

		Carrier Type			
Bu	siness Tier 2 Service				
Re	esidential & Business		$\boxtimes$		
	her Changes require				P
	escribe in detail in Ex				
Part II – I	Exhibits				TIS INFR 20
Note that	the following exhibi	ts are required fo <mark>r all fil</mark> ings us	sing this form.		20 P
Included	Identified As:	Description of Required E	Exhibit:		
$\square$	Exhibit A	The existing affected tarif	f pages.		25.
$\square$	Exhibit B	The proposed revised tarif	ff pages.		
	Exhibit C	Matrix or narrative summ other information intended			
	Exhibit D	Explanation of how the A 05(G)(3) regarding disclose services, including: • citation to the approximation of the control of th	sure of rates, term	s, and condition	ons for detariffed
		<ul> <li>4901:1-6-05(G)(4), and/or</li> <li>copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).</li> </ul>			
	Exhibit E	One-time customer notice 4901:1-06-16(B), includi regarding such services as	ng where custome	rs may find th	e information
	Exhibit F	Affidavit that the Custom			
		Customers.			
		This is to certify accurate and compl document delivered Fechnician	ete reprodusti An the result		business

# **AFFIDAVIT**

# Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Michael Brady\_\_\_\_\_ (Name) , and am authorized to make this statement on its behalf.

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

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

Executed on (Date)

at (Location) Wallingtord \*(Signature and Title)

(Date) 3/16/09

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

### **VERIFICATION**

aura Ma nsian

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

atomá VP operations \*(Signature and Title)

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

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

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

0r

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

## TITLE SHEET

## **OHIO TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for the telecommunications services provided by COMTECH 21, LLC, with principal offices at One Barnes Park South, Wallingford, CT 06492. This tariff applies for services furnished within the State of Ohio. This tariff is on file with the Ohio Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: March 9, 2009

Effective: March 9, 2009

## TARIFF OH.PUC NO.1 REVISED SHEET NO. 1.1

### CHECK SHEET

Sheets 1 through 10 of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets 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.

<u>REVISION</u>
Revised

Issued: March 9, 2009

Effective: March 9, 2009

### SYMBOLS

The following list of symbols is to be used by all utilities:

- C To signify changed condition or regulation
- D To signify discontinued rate, regulation or condition
- I To signify an increase
- M To signify that material has been transferred from another sheet or place in the tariff
- N To signify new rate, regulation, condition or sheet
- O To signify no change
- R To signify a reduction in a rate
- S To signify reissued regulations
- T To signify a change in text but no change in rate
- Z To signify a correction

Issued: March 9, 2009

Effective: March 9, 2009

## **TARIFF FORMAT**

- A. <u>Sheet Numbering</u> Sheet numbers appear in the upper-right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. <u>Sheet Revision Numbers</u> Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current sheet version on file with the OHPUC. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc. the OHPUC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. <u>Paragraph Numbering Sequence</u> There are nine levels of paragraph coding. Each level of coding is subordinate to its next higher level:

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

D. <u>Check Sheets</u> – When a tariff filing is made with the OHPUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the OHPUC.

Issued: March 9, 2009

Effective: March 9, 2009

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement which connects the customer's location to a primary carrier's network switching center.

Account Code – An unforced and unverified numerical code which the Customer's User may utilize as an option at additional Company charge to identify the Customer's client for billing purposes and/or to cost allocate calling charges.

Carrier - COMTECH 21, LLC.

Company - COMTECH 21, LLC.

Customer – The person, firm, corporation or other entity which orders and receives COMTECH 21, LLC's service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 a.m. up to but not including 5:00 p.m. local time, Monday through Friday.

Equal Access – The offering of the Customer's local telephone company which enables connection of the Subscriber's switched central office lines to the Primary Carrier network utilized by COMTECH 21, LLC.

Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time, Sunday through Friday.

Holidays - COMTECH 21, LLC recognized holidays are New Year's Day (January 1), President's Day (Feb.), Easter Sunday, Memorial Day, Independence Day (July 4), Labor Day (the first Monday in Sept.), Thanksgiving Day (the fourth Thursday in November) and Christmas (December 25). The holiday rate applicable is the night/weekend rate, applies for the entire day, and supersedes other rates.

LEC – Local exchange carrier, the fundamental (regulated) local (central office) telephone service provider to the Customer.

Night/Weekend – From 11:00 p.m. up to but not including 8:00 a.m. Sunday through Friday, and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

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

OHPUC – Ohio Public Utilities Commission

Postalized - A pricing mechanism offering a flat rate (mileage non-sensitive) per minute.

Primary Carrier – The FCC-authorized and Ohio-approved carrier over whose facilities COMTECH 21, LLC's network calls are actually (physically) carried and/or their applicable agents, representatives, resellers, or other intermediaries.

Subscriber – The customer of COMTECH 21, LLC. The customer subscribes to the services of COMTECH 21, LLC by completing an application for the Company's services and by being accepted as a customer of the Company.

User – The calling party utilizing the services of Carrier.

WATS – Wide Area Transmission Service, the generic term for discounted long distance business services.

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### SECTION 2 – RULES AND REGULATIONS

### 2.1 Cancellation or Interruption of Services

- 2.1.1. The Customer may cancel service after the minimum 30 day service period upon written notice to the Company and after payment of all charges for all services billed to the Subscriber.
- 2.1.2. Without incurring liability, Carrier may discontinue services to a Subscriber or may withhold the provision of ordered or contracted services:
  - A. For nonpayment of any sum due Carrier for more than thirty days after issuance of the bill for the amount due upon ten (10) days written notice.
  - B. For violation of any of the provisions of this tariff.
  - C. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.
  - D. Carrier may also discontinue service without notice for any of the following reasons:
    - 1. If a Subscriber or User causes or permits any signals or voltages to be transmitted over Carrier's network in such manner as to cause a hazard or to interfere with Carrier's service to others.
    - 2. If a Subscriber or User uses Carrier's services in a manner to violate the law.
  - E. For any reason 30 days prior written notice to the Subscriber.
  - F. In all other circumstances, Carrier will provide the Subscriber with written notice stating the reason for discontinuance, and will allow the Subscriber not less than 10 days from the date of Customer receipt of notice to remove the cause for discontinuance. In cases of non-payment of charges due, the Subscriber will be allowed at least five days, excluding Saturdays, Sundays and holidays, to make full payment of all invoiced charges.

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## <u>SECTION 2 – RULES AND REGULATIONS (CONT'D.)</u>

### 2.1 Cancellation or Interruption of Services (Cont'd)

- 2.1.3 Without incurring liability, Carrier may interrupt the provisions of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Carrier's facilities and may continue such interruption until any items of non compliance or improper operation so identified are rectified.
- 2.1.4 Service may be discontinued by Carrier, without notice to the Subscriber, by blocking traffic to certain counties, cities, or exchanges, or by blocking calls using certain customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk.

### 2.2 Billing Arrangements

- 2.2.1 Unless otherwise arranged in writing by both the Customer and Carrier, the Subscriber shall be obligated to pay all charges as invoiced upon receipt of bill. The Subscriber agrees to pay all charges within 30 days of the date of the invoice. See also Section 2.5, Contested Charges.
- 2.2.2 All current charges not paid within 30 days of the date on the invoice shall be considered overdue and shall be assessed a 1.5% per month (or part thereof) finance charge. Payments made by the Customer to the Carrier will be credited against the oldest charges outstanding.

# 2.3 Validation of Credit

Carrier reserves the right to validate the creditworthiness of Subscribers through bank and trade references and credit card payment history procedures.

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### 2.4 <u>Contested Charges</u>

Any charges not disputed by the Subscriber within 10 days following the date on the invoice shall be considered acceptable (uncontestable) by the Subscriber.

All bills are presumed accurate, and the responsibility for payment of any usage reported by the Primary Carrier as attributed to the Customer shall be absolutely binding on the Subscriber. If an objection (contested charges) is received by the Carrier within 10 days after the date of the invoice, the Carrier will initiate an investigation of the disputed usage and/or charges. In the case of a billing dispute which cannot be settled with mutual satisfaction between the Subscriber and the Carrier, the Subscriber can the following course of action within 30 days of the billing date.

- 2.4.1 First, the Subscriber may request, and the Carrier will provide, an in depth written review of the disputed amount.
- 2.4.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Carrier, the Subscriber may file an appropriate complaint with the Ohio PUC.

### 2.5 Billing Entity Conditions

When billing functions on behalf of Carrier or for any other services rendered to the Subscriber are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

### 2.6 Deposits and Advance Payments

Carrier does not require a deposit or advance payment from the Subscriber.

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### SECTION 3 - DESCRIPTION OF THE COMTECH 21, LLC SERVICE

### 3.1 Service Offerings

The Carrier provides outbound, switched, Equal-Access, inter-LATA intrastate and domestic (interstate) and international voice long distance resale telecommunications services to small-to-medium sized business.

Customer Service toll free telephone number is 1 877-312-5564.

The Carrier will not offer any Alternate Operator Services at this time.

### 3.2. <u>Timing of Calls</u>

The Customer's long distance usage charge is based on the actual usage of COMTECH 21, LLC's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the Primary Carrier's switch or the software utilizing audio tone detection. All call activity billed by COMTECH 21, LLC in Connecticut is hardware answer-supervised and thus constitutes in each case a completed call.

### 3.3 Incomplete Calls

There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

### 3.4 Directory Assistance

Carrier does offer directory assistance services to its Carrier within the allowed areas of termination of its services.

### 3.5. Anti-Slamming

Applicant will not allow any "Slamming of Customers". COMTECH 21, LLC has not been the subject of investigation for unauthorized switching of a customer's long distance from one Carrier to another. COMTECH 21, LLC requires third party verification signatures of LOA's and automated or live third party verifications on requests to change a customer's presubscribed long distance carrier.

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# SECTION 4 - RATES

## 4.1 <u>Returned Check Charge</u> - \$25.00

### SECTION 5 SERVICE STANDARDS

#### 5.1 Minimum Telephone Service Standards (MTSS)

"All telephone companies are subject to the commission's rules for minimum telephone service standards (MTSS) found in chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service."

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Ohio Tariff No. 1 Revised Page No. 1

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

Revised Date: March 9, 2009

Laura Matosian, Vice-President Operations One Barnes Park South Wallingford, Connecticut 06492

Ohio Tariff No. 1 Revised Page No. 2

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Revised Date: March 9, 2009

Laura Matosian, Vice-President Operations One Barnes Park South Wallingford, Connecticut 06492

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Revised Date: March 9, 2009

Laura Matosian, Vice-President Operations One Barnes Park South Wallingford, Connecticut 06492

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### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of resold and facilities-based local exchange and interexchange service by COMTECH21, LLC ("the Company") in the calling areas defined herein.

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

Revised Date: March 9, 2009

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Laura Matosian, Vice-President Operations One Barnes Park South Wallingford, Connecticut 06492

#### EXPLANATION OF SYMBOLS

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

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

Revised Date: March 9, 2009

Laura Matosian, Vice-President Operations One Barnes Park South Wallingford, Connecticut 06492

#### **EXPLANATION OF TERMS**

#### ADVANCE PAYMENT

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

#### AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

#### AUTHORIZATION CODE

A numerical code assigned to a Customer to enable the Company to identify the origin of the Customer so it may rate and bill the call.

#### AUTHORIZED USER

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

#### ATTENDANT

An operator of a PBX console or telephone switchboard.

#### BUILDING

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

#### CALL INITIATION

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

#### CALL TERMINATION

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

Revised Date: March 9, 2009

Effective Date: March 9, 2009

#### EXPLANATION OF TERMS (cont'd)

#### CENTRAL OFFICE

An operating office of the incumbent local exchange company where connections are made between telephone exchange lines.

#### CUSTOMER

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

#### DEPICING

DePICing service limits the Company's customer's toll access to 101XXXX and 0- dialing until the customer selects a different provider or until the toll service provider requests removal of the dePICing service.

#### EMERGENCY

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

#### EMERGENCY SERVICE (ENHANCED 911)

Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

#### E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

Revised Date: March 9, 2009

Laura Matosian, Vice-President Operations One Barnes Park South Wallingford, Connecticut 06492

### EXPLANATION OF TERMS (cont'd)

### E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

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#### ERROR

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

#### EXCHANGE

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

#### EXCHANGE ACCESS LINE

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

#### FINAL ACCOUNT

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

### INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

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

Revised Date: March 9, 2009

Laura Matosian, Vice-President Operations One Barnes Park South Wallingford, Connecticut 06492

### EXPLANATION OF TERMS (cont'd)

### LAST NUMBER REDIAL

Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

### LATA

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

#### LOCAL CALL

A call which is not rated as a long distance call.

#### LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

#### LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

### LOCAL SERVICE

Telephone exchange service within a local calling area.

#### MOVE

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

#### PBX

A private branch exchange.

Revised Date: March 9, 2009

Laura Matosian, Vice-President Operations One Barnes Park South Wallingford, Connecticut 06492

#### EXPLANATION OF TERMS (cont'd)

#### PREPAID ACCOUNT

An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

#### PREPAID CALLING CARD

A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

#### PRESUBSCRIPTION

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

#### PRIVATE BRANCH EXCHANGE SERVICE

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

#### PROMPT PAYMENT

A customer has paid his bills for service for twelve consecutive months without having had service discontinued for nonpayment of his bill, and without having had more than two occasions on which his bill was not paid by the time specified by the regulations of the utility regarding prompt payment of bills, and the customer is not currently delinquent in the payment of his bills.

#### RATE CENTER

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

Revised Date: March 9, 2009

Laura Matosian, Vice-President Operations One Barnes Park South Wallingford, Connecticut 06492

### EXPLANATION OF TERMS (cont'd)

### RECURRING CHARGES

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

#### SERVICE COMMENCEMENT DATE

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

#### SERVICE ORDER

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

#### SERVING CENTRAL OFFICE

The central office from which local service is furnished.

#### SPEED CALLING

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

Revised Date: March 9, 2009

Laura Matosian, Vice-President Operations One Barnes Park South Wallingford, Connecticut 06492

#### **EXPLANATION OF TERMS (cont'd)**

#### TELECOMMUNICATIONS RELAY SERVICE (TRS)

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

#### **TELECOM UNIT**

A measurement of telecommunications service equivalent to one minute of usage.

#### TELEPHONE CALL

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

#### TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

#### TOLL BLOCKING

Allows end users to block direct-dialed long distance calls from their telephones.

Revised Date: March 9, 2009

Laura Matosian, Vice-President Operations One Barnes Park South Wallingford, Connecticut 06492

## EXPLANATION OF TERMS (cont'd)

TOLL CALL

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

### UNDERLYING CARRIER

The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the provision of toll services.

#### USER

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

Revised Date: March 9, 2009

Laura Matosian, Vice-President Operations One Barnes Park South Wallingford, Connecticut 06492

- 1. Local Exchange Service Regulations
  - 1.1 Undertaking of the Company
- A The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis. Ameritech Ohio is the underlying incumbent local exchange carrier.
- B The Company is responsible under this tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity, not including agents of the Company. Customers may use services provided under this tariff to obtain access to services offered by other service providers. However, this does not permit the Company to offer any services it purchased from Ameritech Ohio on a resale basis for resale to other carriers.
- C The Company will provide a toll-free number giving Customers access to service personnel 24 hours per day, 7 days per week.
- D The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.
  - 1.2 Terms and Conditions
- A Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will be required to execute any other documents as may be reasonably requested by the Company.

Revised Date: March 9, 2009

Effective Date: March 9, 2009

Ohio Tariff No. 1 Section 1 Revised Page No. 2

# 1. Local Exchange Service Regulations (cont'd)

- 1.2 Terms and Conditions (cont'd)
- B Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- C This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
- D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- F The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

Revised Date: March 9, 2009

Effective Date: March 9, 2009

# 1. Local Exchange Service Regulations (cont'd)

- 1.2 Terms and Conditions (cont'd)
- G In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.
  - 1.3 Notification of Service Affecting Activities
- A The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all serviceaffecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

Revised Date: March 9, 2009

Effective Date: March 9, 2009

- 1. Local Exchange Service Regulations (cont'd)
  - 1.4 Provision of Services
- A The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Service installation shall be completed within five business days after a service order is placed.
- B The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the company.
- C The furnishing of service under this tariff is subject to the availability of all the necessary facilities.
- D Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

Revised Date: March 9, 2009

Revised Date: March 9, 2009

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

Revised Date: March 9, 2009

Effective Date: March 9, 2009

Ohio Tariff No. 1 Section 1 Revised Page No. 6

# 1. Local Exchange Service Regulations (cont'd)

- 1.5 Liability of the Company
- A The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents. The limitation of liability contained herein will be in compliance with the Commission's Minimum Telephone Services Standards and the Service Requirements Form.
- B The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, 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 the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service offered under this tariff, and subject to the provisions of Section 1.7.2, the Company's liability, if any, shall be limited as provided herein. The limitation of liability contained herein will be in compliance with the Commission's Minimum Telephone Services Standards and the Service Requirements Form.

Revised Date: March 9, 2009

Effective Date: March 9, 2009

# 1. Local Exchange Service Regulations (cont'd)

- 1.5 Liability of the Company
- C The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:

(i) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;

(ii) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or

(iii) claims for loss of profit; or

(iv) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

D The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's exchange access lines. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

Revised Date: March 9, 2009

Effective Date: March 9, 2009

Ohio Tariff No. 1 Section 1 Revised Page No. 8

1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company

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

1.5.1 With Respect to Emergency Number 911 Service

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

Minimum Telephone Service Standards (MTSS) language: "All telephone companies are subject to the commission's rules for minimum telephone service standards (MTSS) found in chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service."

Revised Date: March 9, 2009

Effective Date: March 9, 2009

# 1. Local Exchange Service Regulations (cont'd)

# 1.5 Liability of the Company

1.5.2 With Respect to Directory Listings

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

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

(i) Free Listings: For free or non-charged published directory listings credit shall be given at the rate of three (3) times the monthly local service charge for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.

(ii) Charge Listings: For each 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.

Revised Date: March 9, 2009

Effective Date: January 26, 2004

COMTECH21,

LLC Ohio Tariff No. 1 Section 1 Revised Page No. 10

#### 1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company

1.5.2 With Respect to Directory Listings (cont'd)

iii) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the corrected information shall be placed in the files of directory assistance and intercept operators within two business days of discovery.

(iv) Definitions: As used in paragraphs (i), (ii) and (iii) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or community different from the one provided to the Company.

(v) Notice: Such allowances or credits as specified in paragraphs (i) and ii) above, shall be given notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it was administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

Revised Date: March 9, 2009

Effective Date: January 26, 2004

## 1. Local Exchange Service Regulations (cont'd)

- 1.6 Directory Listings
- A The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 1.5.2 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

Revised Date: March 9, 2009

Effective Date: March 9, 2009

#### 1. Local Exchange Service Regulations (cont'd)

#### 1.7 Interruptions in Service

An interruption is deemed to have occurred when the phone lines of the underlying provider are inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.7.1 Temporary Suspension for Maintenance

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

1.7.2 Credit Allowance for Interruptions

A Interruptions of 24 hours or more, are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

B For calculating credit allowances, every month is considered to have 30 days. A credit allowance for up to 48 hours is applied on a pro rata basis against the monthly recurring charges. A credit of at least one third of a month will be made for interruptions of 48 to 72 hours, and a credit of at least two-thirds of a month will be made for interruptions of 72 to 96 hours, with a full month credit for interruptions in excess of 96 hours. Only those facilities on the interrupted portion of circuit will receive a credit.

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## 1. Local Exchange Service Regulations (cont'd)

- 1.7 Interruptions in Service (cont'd)
  - 1.7.3 Limitations on Credit Allowances
    - A No credit allowances will be made for:

(i) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, and
 (ii) interruptions that are restored less than 24 hours after the interruption is reported or discovered by the Company.

All requirements for credit allowances for interruptions of service will be consistent with 4901:1-5-16 of the Commission's Minimum Telephone Service Standards.

9 Effective Date: March 9, 2009 Laura Matosian, Vice-President Operations

One Barnes Park South Wallingford, Connecticut 06492

- 1. Local Exchange Service Regulations (cont'd)
  - 1.8 Obligations of the Customer
- A The Customer shall be responsible for:
  - (i) the payment of all applicable charges pursuant to this tariff;
  - (ii) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services.

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### 1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.1 Claims

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

- (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (ii) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services in a manner not contemplated by the agreement between the Customer and the Company.

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## I. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.2 Station Equipment

A The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

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## 1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.3 Interconnection of Facilities

A Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service, and the channels, facilities or equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.

B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers that are applicable to such connections.

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

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## 1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.4 Inspections

A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in Section 1.8.2 for the installation, operation, and maintenance of Customer-provided facilities. No credit will be allowed for any interruptions occurring during such inspections.

B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services 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. 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 services and personnel from harm. The Company will, upon request twenty-four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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### 1. Local Exchange Service Regulations (cont'd)

#### 1.9 Payment Arrangements

#### 1.9.1 Deposit

Applicants for service may be required prior to establishing service to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Reestablishment of credit for service with be in accordance with Rule 4901:1-17-04. Additional requirements may be found in Section 1.9.2 of this tariff.

1.9.2 Payments and Billing

Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

Payment and billing practices will be in accordance with the Minimum Telephone Service Standards, Section 4901:1-5-15.

#### 1.9.3 Late Charge

A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

#### 1.9.4 Returned Check Charge

A \$25.00 fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

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## 1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.5 Disputed Bills

A The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.

B The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

C The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

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## 1. Local Exchange Service Regulations (cont'd)

- 1.10 Discontinuance of Service
- A Upon any termination of the communication service agreement, the listed directory number of the Customer may at the Company's discretion be returned to the Customer.

1.10.1 Discontinuance of Service by the Company

A The Company may discontinue or suspend service to Customer upon seven (7) days prior written notice and no sooner than fourteen (14) days from due date on bill without incurring any liability for the following reasons:

(i) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or

(iii) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or

(iv) Upon failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services.

All requirements for discontinuance of service by the company will be consistent with 4901:1-5-17 of the Commission's Minimum Telephone Service Standards.

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### 1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.1 Discontinuance of Service by the Company (cont'd)

B The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:

(i) In the event of tampering with the Company's equipment, facilities or property in any way; or

(ii) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or

(iii) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others.

C The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for any service(s) as requested by the Customer up to discontinuance of service.

D Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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## 1. Local Exchange Service Regulations (cont'd)

- 1.10 Discontinuance of Service (cont'd)
  - 1.10.1 Discontinuance of Service by the Company (cont'd)
  - D For purposes of this section (1.10.1), all regulated telephone services provided by the Company shall be defined as local service.
  - E The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards.
    - Disconnection notices issued by the Company pursuant to Rule 4901:1-5;17, O.A.C., must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "only local" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
  - F The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
  - G Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.

Revised Date: March 9, 2009

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### 1. Local Exchange Service Regulations (cont'd)

- 1.11 Restoral of Service
  - A An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill including any appropriate reconnection charge.

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## 1. Local Exchange Service Regulations (cont'd)

- 1.12 Transfers and Assignments
- A Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties, upon the approval, with an appropriate application with the PUCO, (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.
- 1.13 Notices and Communications
- A The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.
- C All notices or other written communications required to given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.

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Ohio Tariff No. 1 Section 1 Revised Page No. 26

#### 1. Local Exchange Service Regulations (cont'd)

- D The Company or Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notices set forth herein.
- 1.14 Promotional Offers
- A The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made and shall be conducted in accordance with the provisions of state rules and regulations. The only limitation upon a promotional offering shall be that the waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per customer basis. All promotions will be added to the tariff as an addendum to the price list.
- 1.15 Individual Case Basis (ICB) Arrangements
- A Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer's in writing and on a non-discriminatory basis, and will be filed with the Commission for approval.
- 1.16 Customer Service
- A Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

Revised Date: March 9, 2009

Revised Date: March 9, 2009

2 Local Exchange Service Descriptions

General

- A COMTECH21, LLC's local service enables the business Customer to:
  - (i) receive calls from other stations on the public switched telephone network;
  - (ii) place calls to other stations on the public switched telephone network;
  - (iii) access the Company's business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
  - (iv) access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).
- B Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.

Revised Date: March 9, 2009

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- 2. Local Exchange Service Descriptions (cont'd)
  - 2.1 Serving Areas
    - 2.1.1 Counties
    - A The Company will serve these counties within the territory served by Ameritech. This tariff is effective only in those areas where a Commission approved interconnection agreement exists.

Adams	Jefferson	Shelby
Athens	Lake	Stark
Belmont	Lawrence	Summit
Brown	Licking	Trumbull
Butler	Lorain	Tuscarawas
Carroll	Lucas	Union
Champaign	Madison	Vinton
Clark	Mahoning	Warren
Clinton	Medina	Washington
Columbiana	Meigs	Wayne
Coshocton	Miami	Wood
Cuyahoga	Monroe	Wyandot
Delaware	Montgomery	-
Erie	Morgan	
Fairfield	Muskingum	
Fayette	Noble	
Franklin	Ottawa	
Gallia	Репту	
Geauga	Pickaway	
Greene	Pike	
Guernsey	Portage	
Hancock	Preble	
Harrison	Ross	
Highland	Sandusky	
Hocking	Scioto	
Jackson	Seneca	

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## 2. Local Exchange Service Descriptions (cont'd)

- 2.1 Serving Areas
  - 2.1.2 Exchange Service Areas

Exchange Services are provided in limited geographic areas. Exchange Services are provided at the following locations and in the following areas:

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Aberdeen	Aberdeen Ripley
Akron	Akron Atwater Greensburg Hartville Kent Manchester Mogadore North Canton Uniontown Ravenna Rootstown
Alliance	Alliance Atwater Canton Marlboro Sebring

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### 2. Local Exchange Service Descriptions (cont'd)

# 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA		EXCHANGE AREAS IN LOCAL SERVICE AREA
Alton		Columbus Met. Area London
Arabia		Arabia Guyan Ironton Walnut
Atwater	Akron	Atwater Alliance Kent Marlboro Ravenna Rootstown
Barnesville		Barnesville Beallsville Bethesda Somerton
Beallsville		Beallsville Barnesville Bethesda Clarington Somerton Woodsfield

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Beavercreek	Dayton Met. Area Donnelsville Enon Jamestown Medway New Carlisle Spring Valley Xenia
Bedford	Cleveland Met. Area Chesterland
Belfast	Belfast Hillsboro Marshall Sugar Tree Ridge
Bellaire	
Bellbrook	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley Xenia
Belpre	Belpre Marietta

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Berea	Cleveland Met. Area Chesterland
Bethesda	Bethesda Barnesville Beallsville Somerton
Bloomingburg	Bloomingburg Jeffersonville New Holland Sedalia Washington Ct. House
Bloomingville	Bloomingville Castalia Sandusky
Bowersville	Bowersville Jamestown Milledgeville Xenia
Brecksville	Cleveland Met. Area Chesterland
Burton	Burton Chagrin Falls Cleveland Terrace

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# 2. Local Exchange Service Descriptions (cont'd)

### 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Canal Fulton	Canal Fulton Akron Canton Manchester Massillon North Canton
Canal Winchester	Columbia Met. Area Carroll Lancaster
Canfield	Canfield North Jackson North Lima Salern Youngstown
Canton	Canton Alliance Canal Fulton Hartville Louisville Magnolia Waynesburg Marlboro Massillon Navarre North Canton

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Carroll	Carroll Bloomingville Sandusky
Cedarville	Cedarville Jamestown Pitchin South Solon South Charleston Yellow Springs - Clifton Xenia
Centerville	Dayton Met. Area Donnelsville Enon Medway Franklin New Carlisle Spring Valley
Chagrin Falls	Burton Cleveland Met. Area Chesterland
Cheshire	Cheshire Gallipolis Vinton
Chesterland	Chesterland Cleveland Met. Area Kirtland

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Carroll	Carroll Bloomingville Sandusky
Castalia	Castalia Bloomingville Sandusky
Cedarville	Cedarville Jamestown Pitchin South Solon South Charleston Yellow Springs - Clifton Xenia
Centerville	Dayton Met. Area Donnelsville Enon Medway Franklin New Carlisle Spring Valley
Chagrin Falls	Burton Cleveland Met. Area Chesterland
Cheshire	Cheshire Gallipolis Vinton
Chesterland	Chesterland Cleveland Met. Area Kirtland

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Conesville	Conesville Coshocton Dresden West LaFayette
Corning	Corning New Lexington Shawnee
Coshocton	Coshocton Conesville West LaFayette
Dalton	Dalton Massillon
Danville	Danville Hillsboro Sugar Tree Ridge
Dayton	Dayton Met. Area Donnelsville Enon Franklin Jamestown Medway Middletown New Carlisle Spring Valley

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

# EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Dayton	Yellow Springs-Clifton Xenia
Donnelsville	Donnelsville Dayton Met. Area Enon Medway New Carlisle North Hampton Springfield
Dresden	Dresden Conesville Zancsville
Dublin	Columbus Met. Area
Duffy	Duffy Clarington Graysville New Matamoras Woodsfield
East Liverpool	East Liverpool Lisbon Rogers Salineville Wellsville

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

# EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

East Palestine	East Palestine Columbiana Lisbon New Waterford Rogers Salem Youngstown
Enon	Enon Dayton Met. Area Donnelsville Springfield Yellow Springs-Clifton
Fairborn	Dayton Met.Area Donneslville Enon Medway New Carlisle Spring Valley Yellow Springs-Clifton
Findlay	Findlay
Fletcher - Lena	Fletcher - Lena Christiansburg Piqua

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

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EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Fostoria	Fostoria New Riegal
Franklin	Dayton Franklin Miamisburg-West Carrollton Middletown
Fremont Fultonham	Fremont Lindsey Fultonham
i unomian	New Lexington Roseville Somerset Zanesville
Gahanna	Columbus Met. Area
Gallipolis	Gallipolis Cheshire Guyan Rio Grande Vinton Walnut
Gates Mills	Cleveland Met. Area Chesterland Kirtland Mentor

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#### 2. Local Exchange Service Descriptions (cont'd)

#### 2.1.2 Exchange Service Areas (cont'd)

#### EXCHANGE AREAS IN LOCAL SERVICE AREA EXCHANGE AREA Girard Girard Hubbard Niles Youngstown Glenford Glenford New Lexington Somerset Thornville Gnadenhutten Gnadenhutten Newcomerstown Uhrichsville Graysville Graysville Duffy Lewisville New Matamoras Woodsfield Greensburg Greensburg Akron Manchester North Canton Uniontown Columbus Met. Area Grove City Groveport Columbus Met.

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Guyan	Guyan Arabia Gallipolis Walnut
Harrisburg	Columbus Met. Area London
Hartville	Hartville Akron Canton Louisville Marlboro North Canton Uniontown
Hillcrest	Cleveland Met. Area Chesterland Kirtland
Hilliard	Columbus Met. Area
Hillsboro	Hillsboro Belfast Danville Marshall Rainsboro Sugar Tree Ridge

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

#### EXCHANGE AREAS IN LOCAL SERVICE AREA **EXCHANGE AREA** Holland Toledo Met. Area Hubbard Hubbard Girard Lowellville Youngstown Sharon Cleveland Met. Area Independence Chesterland Ironton Ironton Arabia Jamestown Jamestown Beavercreek Bowersville Cedarville Dayton Jeffersonville Milledgeville South Solon Xenia Jeffersonville Jeffersonville Bloomingburg Jamestown Milledgeville Sedalia South Solon Washington Ct. House

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## 2. Local Exchange Service Descriptions (cont'd)

### 2.1.2 Exchange Service Areas (cont'd)

## EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Kent	Kent Akron Atwater Mantua Mogadore Ravenna Rootstown
Kirtland	Kirtland Chesterland Gates Mills Hillcrest Mentor Painesville Terrace Wickliffe Willoughby
Lancaster	Lancaster Canal Winchester Carroll Rushville Sugar Grove
Leetonia	Leetonia Lisbon Columbiana Salem Youngstown

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

# EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Leroy	Leroy
	Cleveland
	Mentor
	Painesville
	Willoughby

Lewisville Lewisville Graysville Woodsfield

Lindsey

Lisbon

Fremont Lisbon Columbiana East Liverpool East Palestine Leetonia Rogers Salem Salineville Wellsville New Waterford

Lindsey

Lockbourne Columbus Met. Area

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

#### EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA London London Alton Columbus Harrisburg Sedalia South Charleston South Solon South Vienna West Jefferson Louisville Louisville Canton Hartville North Canton Lowellville Lowellville Hubbard North Lima Youngstown Magnolia-Waynesburg Magnolia-Waynesburg Canton Manchester Manchester Akton Canal Fulton Greensburg Mantua Mantua Kent

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#### 2. Local Exchange Service Descriptions (cont'd)

2.1.2 Exchange Service Areas (cont'd)

## EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Ravenna	
Marietta	Marietta Newport Belpre New Matamoras
Marlboro	Mariboro Alliance Atwater Canton Hartville Rootstown
Marshall	Marshall Belfast Hillsboro Rainsboro
Martins Ferry- Bridgeport	
Massillon	Massillon Canal Fulton Canton Dalton Navarre North Canton
Maumee	Toledo Met. Area

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA Medway	EXCHANGE AREAS IN LOCAL SERVICE AREA Medway Dayton Met. Area Donnelsville New Carlisle Springfield
Mentor	Mentor Gates Mills Kirtland Leroy Painesville Wickliffe Willoughby
Miamísburg-West	Dayton Met. Area Donnelsville Enon Franklin Medway New Carlisle Spring Valley
Middletown	Middletown Dayton Franklin Monroe Trenton
Milledgeville	Milledgeville Bowersville Jamestown Jeffersonville Washington Ct. House

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Mingo Junction	Mingo Junction Steubenville
Mogadore	Mogadore Akron Kent Uniontown
Monroe	Monroe Middletown Trenton
Montrose	Cleveland Met. Area
Murray City	Murray City Nelsonville Shawnee
Navarre	Navarre Canton Massillon
Nelsonville	Nelsonville Murray City Shawnee
New Albany	Columbus Met.

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## 2. Local Exchange Service Descriptions (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
New Carlisle	New Carlisle Christiansburg Dayton Met. Area Donnelsville Medway North Hampton Springfield
Newcomerstown	Newcomerstown Gnadenhutten West LaFayette
New Holland	New Holland Bloomingburg Washington Ct. House
New Lexington	New Lexington Corning Fultonham Glenford Roseville Shawnee Somerset Thornville Zanesville
New Matamoras	New Matamoras Duffy Graysville Marietta Newport

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## 2. Local Exchange Service Descriptions (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Newport	Newport Marietta New Matamoras
New Riegel	New Riegel Fostoria Tiffin
New Waterford	New Waterford Columbiana East Palestine Rogers Lisbon North Lima Youngstown
Niles	Niles Girard North Jackson Youngstown
North Canton	North Canton Akron Canal Fulton Canton Greensburg Hartville Louisville Massillon Uniontown

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## 2. Local Exchange Service Descriptions (cont'd)

### 2.1.2 Exchange Service Areas (cont'd)

#### EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

North Hampton	North Hampton Christiansburg Donnelsville New Carlisle Springfield Tremont City
North Jackson	North Jackson Canfield Niles Youngstown
North Lima	North Lima Canfield Columbiana Lowellville Youngstown New Waterford
North Royalton	Cleveland Met. Area Chesterland
Norwich	Norwich Philo Zanesville
Olmsted Falls	Cleveland Met. Area Chesterland

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- Local Exchange Service Descriptions (cont'd) 2.
- 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Painesville	Painesville Kirtland Leroy Mentor Willoughby
Perrysburg	Toledo Met. Area
Philo	Philo Norwich Roseville Zanesville
Piqua	Piqua Fletcher-Lena Pitchin Cedarville South Charleston Springfield Yellow Springs-Clifton
Rainsboro	Rainsboro Hillsboro Marshall
Ravenna	Akron Atwater Ravenna Kent Mantua Rootstown

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2. Local Exchange Service Descriptions (cont'd)

#### 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Reynoldsburg	Columbus Met. Area
Rio Grande	Rio Grande Gallipolis Vinton Walnut
Ripley	Ripley Aberdeen
Rogers	Rogers Columbiana East Liverpool East Palestine Lisbon New Waterford
Rootstown	Rootstown Atwater Kent Marlboro Ravenna Akron
Roseville	Roseville Fultonham New Lexington Philo Zanesville

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA Rushville	EXCHANGE AREAS IN LOCAL SERVICE AREA Rushville Lancaster Somerset Thornville
St. Clairsville	Bethesda
Salem	Canfield East Palestine Salem Columbiana Leetonia Lisbon Youngstown
Salineville	Salineville East Liverpool Lisbon Wellsville
Sandusky	Sandusky Bloomingville Castalia
Sebring	Sebring Alliance
Sedalia	Sedalia Bloomingburg Jeffersonville London South Solon

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

### EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Sharon	Sharon Hubbard Youngstown
Shawnee	Shawnee Corning Murray City Nelsonville New Lexington
Somerset	Somerset Fultonham Glenford New Lexington Rushville Thornville
Somerton	Somerton Barnesville Beallsville Bethesda Woodsfield
South Charleston	South Charleston Cedarville London Pitchin South Solon South Vienna Springfield

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## 2. Local Exchange Service Descriptions (cont'd)

#### 2.1.2 Exchange Service Areas (cont'd)

# EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

South Solon	South Solon Cedarville Jamestown Jeffersonville London Sedalia South Charleston
South Vienna	South Vienna London South Charleston Springfield
Springfield	Springfield Donnelsville Enon Medway New Carlisle North Hampton Pitchin South Charleston South Vienna Tremont City Yellow Springs-Clifton
Spring Valley	Spring Valley Dayton Met. Area Xenia

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2. Local Exchange Service Descriptions (cont'd)

## 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Steubenville	Steubenville Mingo Junction Toronto
Strongsville	Cleveland Met. Area Chesterland
Sugar Grove	Sugar Grove Lancaster
Sugar Tree Ridge	Sugar Tree Ridge Belfast Danville Hillsboro Winchester
Terrace	Cleveland Met. Area Burton Chesterland Kirtland
Thomville	Thornville Glenford New Lexington Rushville Somerset
Tiffin	Tiffin New Riegel

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

## EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Toledo	Toledo Met. Area
Toronto	Toronto Steubenville Wellsville
Tremont City	Tremont City North Hampton Springfield
Trenton	Trenton Middletown Monroe
Trinity	Cleveland Met. Area Chesterland
Uhrichsville	Uhrichsville Gnadenhutten
Uniontown	Uniontown Akron Greensburg Mogadore Hartville North Canton
Upper Sandusky	Upper Sandusky

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA Vandalia	EXCHANGE AREAS IN LOCAL SERVICE AREA Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley
Victory	Cleveland Met. Area Chesterland
Vinton	Vinton Cheshire Gallipolis Rio Grande
Walnut	Walnut Arabia Gallipolis Guyan Rio Grande
Washington Ct. House	Washington Ct.House Bloomingburg Jeffersonville Milledgeville New Holland
Wellsville	Wellsville East Liverpool Lisbon Salineville Toronto

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## 2. Local Exchange Service Descriptions (cont'd)

### 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Westerville	Columbus Met. Area
West Jefferson	Columbus Met. London
West LaFayette	West LaFayette Conesville Coshocton Newcomerstown
Whitehouse	Toledo Met.
Wickliffe	Cleveland Met. Area Chesterland Kirtland Mentor
Willoughby	Cleveland Met. Area Chesterland Kirtland Leroy Mentor Painesville
Winchester	Winchester Sugar Tree Ridge

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## 2. Local Exchange Service Descriptions (cont'd)

#### 2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA	EXCHANGE AREAS IN LOCAL SERVICE AREA
Woodsfield	Woodsfield Beallsville Clarington Duffy Graysville Lewisville Somerton
Worthington	Columbus Met. Area
Xenia	Xenia Beavercreek Bellbrook Bowersville Cedarville Jamestown Spring Valley Yellow Springs- Clifton Dayton

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.2 Exchange Service Areas (cont'd)

#### EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Yellow Springs-Clifton Yellow Springs-Clifton Cedarville Enon Fairborn Pitchin Xenia Springfield Dayton

Zanesville

Zanesville Dresden Fultonham Norwich Philo Roseville New Lexington

Pitchin

Pitchin Cedarville South Charleston Springfield Yellow Springs-Clifton

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.3 Calling Areas
  - A) Metropolitan Areas
    - 1) The exchange areas included in the Cleveland Metropolitan Area are as follows:

Cleveland	North Royalton
Bedford	Olmstead Falls
Berea	Strongsville
Brecksville	Terrace
Chagrin Falls	Trinity
Gates Mills	Victory
Hillcrest	Wickliffe
Independence	Willoughby
Montrose	

2) The exchange areas included in the Columbus Metropolitan Area are as follows:

Columbus	Hilliard
Alton	Lockbourne
Canal Winchester	New Albany
Dublin	Reynoldsburg
Gahanna	Westerville
Grove City	West Jefferson
Groveport	Worthington
Harrisburg	•

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.1.3 Calling Areas
  - A) Metropolitan Areas (cont'd)
    - 3) The exchange areas included in the Dayton Metropolitan Area are as follows:

Dayton	Fairborn
Beavercreek	Miamisburg-West Carrollton
Bellbrook	Vandalia
Centerville	

- 4) The exchange areas included in the Toledo Metropolitan Area are as follows:
  - Toledo Maumee Whitehouse

Holland Perrysburg

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- 2. Local Exchange Service Descriptions (cont'd)
  - 2.2 Feature Descriptions
  - A The Company's local exchange services have a variety of available features that let the Customer design a service tailored to meet their needs. Below are feature descriptions.

#### Caller ID with Number

Allows for the automatic delivery of a calling party's number to the called customer. The telephone number is displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call waiting tone, but the new incoming call number will not be displayed.

#### Caller ID with Name and Number

Allows for the automatic delivery of a calling party's name and number to the called party. The name and number are displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call-waiting tone, but the new incoming name and number will not be displayed.

#### Caller ID Blocking Per Line

Provides default blocking of delivery of the calling customer's telephone number. Blocking can be deactivated by the customer by dialing an access code before each call. When the customer hangs up, the default blocking is reinstated.

#### Caller ID Blocking Per Call

Provides blocking of delivery of the calling customer's telephone number on a per call basis. Blocking can be activated by the customer dialing an access code before each call.

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#### 2. Local Exchange Service Descriptions (cont'd)

#### 2.2 Feature Descriptions (cont'd)

#### Call Forward

This optional feature allows all calls directed to a telephone number to be routed to a user defined telephone number. The user can activate/deactivate Call Forward and define a telephone number where all calls will be forwarded. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number.

#### Call Forward Busy Line

This optional feature forwards calls to a busy station to a predetermined number. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number. The user is charged any applicable usage charges for the forwarded call.

#### Call Forward Don't Answer

Allows users to re-route a call to a predetermined station in the event that the call is not answered within a customer-specified number of rings. Users are charged for any

applicable usage charges on the forwarded call.

#### Call Pick Up

This optional feature allows a call to be answered from a different line by dialing a code. All lines in the group must be equipped with this feature. The Customer can have an unlimited number of lines in a Call Pick Up group.

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#### 2. Local Exchange Service Descriptions (cont'd)

#### 2.2 Feature Descriptions (cont'd)

#### Call Transfer

This optional feature allows the user to transfer any established call to another telephone number (inside or outside of the system) without the assistance of an attendant.

#### Call Waiting

This optional feature provides a tone to notify a Customer on an existing call that a second call is waiting.

#### Consultation Hold

This temporary hold feature is inherent in Call Transfer and Three Way Calling. It is activated by depressing the switch hook.

#### Direct Connect Hotline

This optional feature allows a Customer to automatically dial a designated number whenever the originating telephone goes off hook. This feature is assigned to a phone which is used only for this purpose.

#### Hunting

This standard feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Typically this feature is used with the customer's main

telephone number and several subtending lines so that the customer can receive calls on several lines, although all calls are placed to the same number. Hunting will not work with Call Forward Busy and Don't Answer.

#### Speed Dial

This optional feature allows a Customer to designate up to six numbers to be called by dialing a code.

#### Speed Dial, Expanded

This optional feature allows Customer to designate up to thirty numbers to be called by dialing a code.

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- 2. Local Exchange Service Descriptions (cont'd)
  - 2.2 Feature Descriptions (cont'd)

Speed Dial, Group Allows up to five lines on a Customer's system to share a Speed Dial list. This can be either a six number or expanded speed dial list.

Three Way Calling Allows a user to add a third party to an existing conversation without expensive conferencing equipment. This feature also allows a user to place a call on hold in order to make a consultation call on the same line. When the consultation call is completed the user hangs-up or depresses the flash key on the telephone and is reconnected to the original conversation.

- 2.3 Service Conversion Fees
- A Customers will be assessed a non-recurring fee for converting existing lines to the Company's service.
  - 2.3.1 Service Conversion Waiver
  - A Customers who opt for a term plan agreement are eligible for 100% waiver of Service Conversion Charges.
- 2.4 Installation Fees
- A A non-recurring installation fee will be assessed when a new line is added to a new or existing account.

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2. Local Exchange Service Descriptions (cont'd)

2.5 Directory Listings

2.5.1 Description

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

(i) Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;

(ii) Additional Listings. Additional listings are available only in the names of authorized Users of the Customer's service, as defined herein;

(iii) Non-Published Listings. Nonpublished listing are not printed in directories nor e they available from directory assistance. Nonpublished listings are subject to the provisions set forth in Sections 1.5.2 and 1.6;

(iv) Non-Listed Numbers. Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listings are available from directory assistance;

(v) Foreign Listing. A foreign listing is one which is published in a directory not in the Customer's immediate calling area;

(vi) Extra Line Listings. Provides additional information after a main or additional listings.

(vii) Cross Reference Listing. This provides a reference to another listing in the same directory.

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- 2. Local Exchange Service Descriptions (cont'd)
- 2.6 Directory Assistance
  - A The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A monthly allowance of one call to Directory Assistance per account is allowed at no charge. A maximum of two number requests per call will be allowed.
  - B The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.
  - 2.6.1 Directory Assistance Credits
  - A Credit will be given for calls to Directory Assistance as follows:
    - (i) The Customer experiences poor transmission or is cut-off during the call; or
    - (ii) The Customer is given the incorrect telephone number.
  - B To obtain credit, the Customer must contact its Customer Service representative.

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- 2 Service Description (cont'd)
  - 2.7 Operator Services 2.7.1 General
    - A The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:

(i) Third Party Billing. Provides the Customer with the ability to charge a local call to a third number 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;

 (ii) Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator;
 (iii) Calling Cards. Provides the Customer with the capability of placing a call using a credit card of an interexchange carrier with or without the assistance of an operator;

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

(v) Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

Revised Date: March 9, 2009

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