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April 29, 2009

VIA OVERNIGHT DELIVERY

Renee J. Jenkins
Director of Administration
Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, OH 43215-3793
(614) 466-3016

Re: Broadvox-CLEC, LLC
Case No. 09-356-TP-ACE

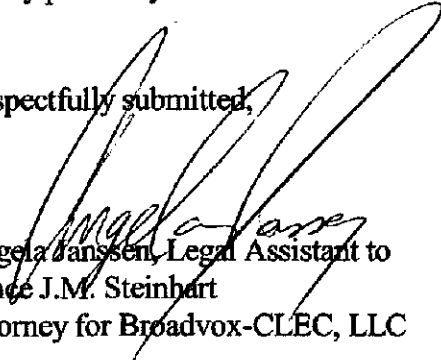
Dear Ms. Jenkins:

Pursuant to staff request, enclosed please find for filing an original and seven (7) copies of Broadvox-CLEC, LLC's replacement Tariff No.2 and Tariff No. 3.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions, or if I may provide you with additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,


Angela Janssen, Legal Assistant to
Lance J.M. Steinhart
Attorney for Broadvox-CLEC, LLC

Enclosures

cc: Alecia Monroe

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**RATES, TERMS AND CONDITIONS
RELATING TO THE PROVISION OF
COMPETITIVE LOCAL EXCHANGE SERVICES
IN THE STATE OF OHIO**

As Approved in Case No. 09- -TP-ACE

Effective Date:

Alex Gertsburg, Corporate Secretary of The Broadvox Holding Company, LLC, Member
1228 Euclid Avenue, Suite 390
Cleveland, Ohio 44115

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive local exchange service by Broadvox-CLEC, LLC ("the Company") in the calling areas defined herein.

The provision of 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.

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

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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. |

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EXPLANATION OF TERMS

ADVANCE PAYMENT

A payment that may be required by a local service provider as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

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 call 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.

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EXPLANATION OF TERMS (cont'd)

CENTRAL OFFICE

An operating office of the incumbent competitive 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.

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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.

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.

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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

Any call for which an additional charge, *i.e.*, toll charge, is not made to the calling or called party.

LONG DISTANCE CALL

Any telephone call to a destination outside the local calling area, whether inter-LATA or intra-LATA, and for which there is a charge beyond that for basic service.

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.

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EXPLANATION OF TERMS (cont'd)

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).

RATE CENTER

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

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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.

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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.

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.

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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.

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1. Competitive 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. AT&T Ohio and Verizon are the underlying incumbent local exchange carriers.
- 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 AT&T 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 Business 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 Business Customer will be required to execute any other documents as may be reasonably requested by the Company.

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

1.2 Terms and Conditions (cont'd)

- B Business 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 tarified, month to month rates, unless terminated by the Business Customer. Any termination shall not relieve the Business 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.

1. Competitive 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 service-affecting 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.

1. Competitive 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. Company will credit in accordance with 4901:1-5-16 for delayed install, missed install or repair appointments and commitments.
- 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.

1. Competitive 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.

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

1.5 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 in accordance with OAC 4901:1-5-16. 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.

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

1.6 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.

1.6.1 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 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.

1.6.2 Credit Allowance for Interruptions

A Interruptions of 24 hours or more, which 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.

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

1.6 Interruptions in Service (cont'd)

1.6.3 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.

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

1.7 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.

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

1.7 Obligations of the Customer (cont'd)

1.7.1 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.

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

1.7 Obligations of the Customer (cont'd)

1.7.2 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.

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

1.7 Obligations of the Customer (cont'd)

1.7.3 Interconnection of Facilities

A Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing competitive 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.

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

1.7 Obligations of the Customer (cont'd)

1.7.4 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. These inspections are to be completed within a time agreeable by both parties. 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.

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

1.8 Payment Arrangements

A The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Any objections made to the Company will be processed in accordance with O.A.C. 4901:1-5.

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

1.8 Payment Arrangements (cont'd)

1.8.1 Deposits

A 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 will be in accordance with Rule 4901:1-17-04.

B The deposit will not exceed an amount equal to two month's average monthly bill for all regulated competitive local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.

C Guarantee of Payment: The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon 30 days' written notice to the Company. Should the guarantee contract be insufficient according to (D) below, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Ohio Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account the guarantor has guaranteed unless the guarantor waives such notice in writing.

D Reestablishment of credit: 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 together with the reconnection charge, and to reestablish his credit by depositing the amount prescribed in Section 1.9.2.

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

1.8 Payment Arrangements (cont'd)

1.8.2 Refund of Deposits

A A deposit will be refunded to a customer after twelve consecutive months of prompt payments, as defined in "Explanation of Terms" and below, of telephone service invoices. 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. The Company will refund the deposit to the customer by direct payment, or, at the customer's request, apply the deposit as a credit to the customer's account.

B When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company will return the deposit to the customer or, at the customer's request, apply the deposit as a credit to the Customer's account.

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

1.8 Payment Arrangements (cont'd)

1.8.3 Interest to Be Paid on Deposits

A Interest will be paid on in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:

- (i) by credit to the customer's account once annually;
- (ii) by payment to the Customer upon request, once annually;
- (iii) by adding accrued interest to the amount of the deposit when refunded to the customer;
- (iv) by applying interest to any unpaid bill of the Customer upon termination of service with the Company.

All requirements for establishment of credit will be consistent with Rules 4901:1-17 and 4901:1-5-13 & 14 of the Commission's Minimum Telephone Service Standards.

1.8.5 Bills and Collection of Charges

A Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.

B All service, monthly recurring charges and non-recurring charges are due and payable within 14 days of the post mark on the bill, provided however, that installation charges may be spread out over 3 months.

C The Company shall present bills for recurring charges monthly to the Customer, in advance of the month which service is provided.

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

1.8 Payment Arrangements (cont'd)

1.8.4 Bills and Collection of Charges (cont'd)

D For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

E 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.

F A charge of \$25 will be assessed for checks with insufficient funds or non-existing accounts. The Company may waive the bad check charge under appropriate circumstances.

G If Customer chooses to place information services provider (ISP) calls or receives calls via a non-Broadvox-CLEC, LLC affiliated carrier, customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company or its affiliates.

H The Company's bills and billing practices will be consistent with MTSS Rule 4901:1-5-15.

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

1.8 Payment Arrangements (cont'd)

1.8.5 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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(877) 884-6597

Ohio Public Utilities Commission
180 E. Broad Street
Columbus, OH 43215
Toll Free: (800) 686-7826

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

1.9 Discontinuance of Service

1.9.1 Discontinuance of Service by the Company

A The Company may discontinue or suspend service to Customer upon written notice of disconnection, postmarked at least seven days prior to the date of disconnection of service and no sooner than fourteen days after the due date of the 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
- (ii) Upon failure of the Customer to meet the deposit requirements set out in Section 1.9.3 of this tariff; 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.

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

1.9 Discontinuance of Service (cont'd)

1.9.1 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 shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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

1.9 Discontinuance of Service (cont'd)

1.9.1 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.
 - (i) 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.

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

1.9 Discontinuance of Service (cont'd)

1.9.2 Discontinuance of Service by Customer

Cancellation by the customer will be in accordance with the Company's Service Requirements Form, Page 2 and in compliance with O.A.C. 4901:1-5.

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

1.10 Restoral of Service

- A When Customer's service has been permanently disconnected in accordance with this tariff and the service has been finalized through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.
- B Unless prevented by circumstances beyond the company's control or unless a subscriber requests otherwise, the company shall reconnect previously disconnected service by five p.m. on the next business day following either:
 - (1) Receipt by the company or its authorized agent of the full amount in arrears for which service was disconnected, or upon verification by the company that conditions which warranted disconnection of service have been eliminated; or
 - (2) Agreement by the company and the subscriber on a deferred payment plan and a payment, if required, under the plan.

Before restoring service under this rule, the company may not insist upon payment of any amount that has not been included on a notice of disconnection.

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

1.11 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.

1.12 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 be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall 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.

1. Competitive 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.

1.13 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.

1.14 Customer Service

- A Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

2 Service Descriptions and Rates

General

- A Broadvox-CLEC, 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.

The Company will mirror the entire ILEC exchanges for both serving areas and local calling areas as stated in the tariffs of AT&T Ohio and Verizon.

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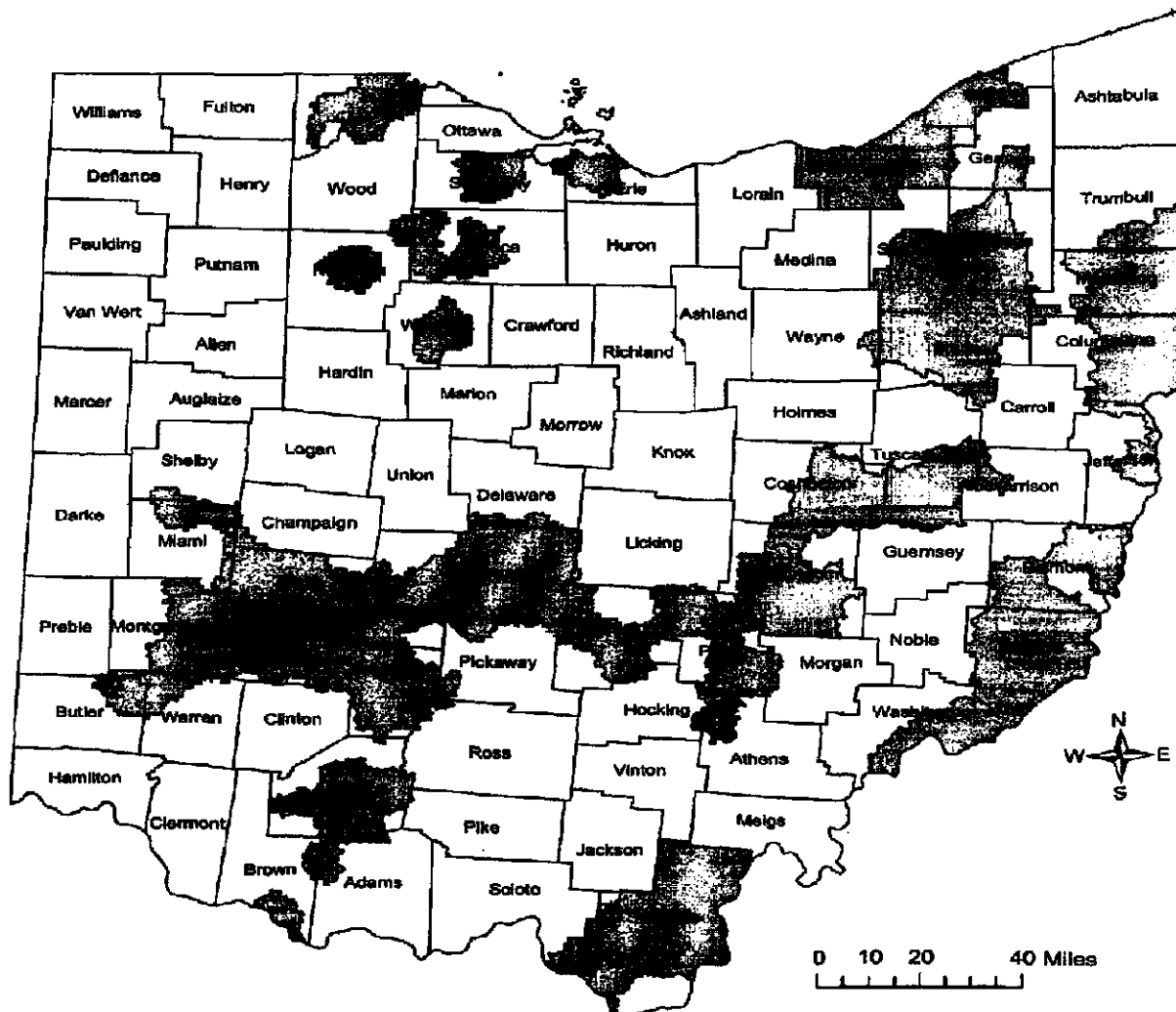
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2 Service Description and Rates (cont'd)

2.1 Proposed Service Area - AT&T

OHIO SERVICE AREA



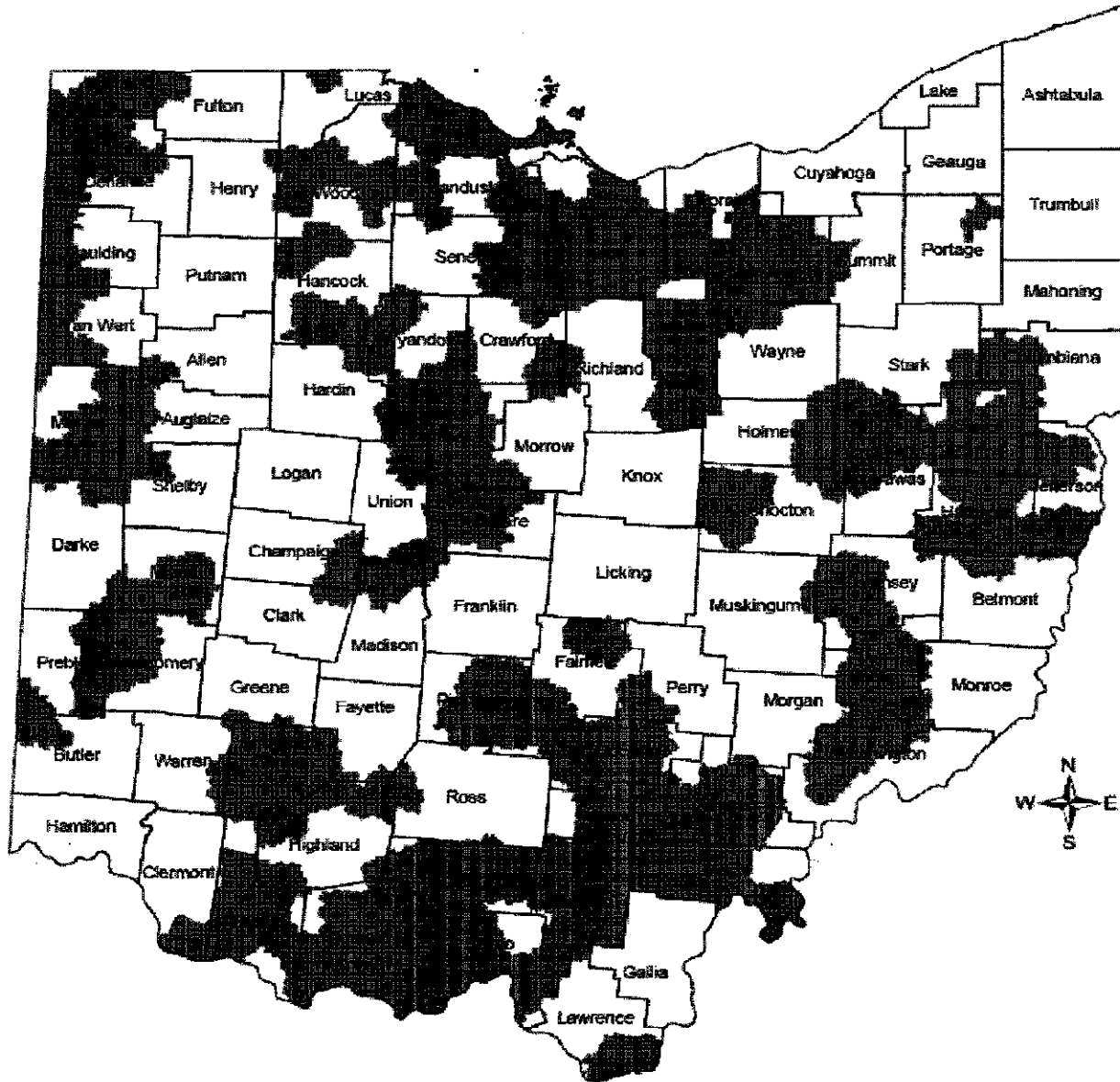
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2 Service Description and Rates (cont'd)

2.1 Proposed Service Area – Verizon



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2 Service Descriptions and Rates (cont'd)

2.2 Feature Descriptions

- A The Company's competitive 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 Service Descriptions and Rates (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 Service Descriptions and Rates (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.

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2 Service Descriptions and Rates (cont'd)

2.2 Feature Descriptions (cont'd)

Speed Dial, Expanded

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

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.

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2. Service Description and Rates (cont'd)**2.3 Feature Package**

The feature package allows the customer to select any combination or all of the following features for a single monthly recurring charge, rather than subscribing to these features separately:

Call Pick Up	Call Forward - Variable
Call Transfer	Three Way Conference Calling
Call Hold	Call Waiting
Speed Dial	

2.3.1 Rate

	Maximum Charge
Call Waiting	
Non Recurring Charge	\$20.00
Monthly Recurring Charge	\$11.00

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2 Service Description and Rates (cont'd)

2.4 Resold Business Line Service

- A Resold Business Line service offers the Customer a choice of billing options, and a host of optional features. Term plans are also available.

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2 Service Description and Rates (cont'd)2.4 Resold Business Line Service (cont'd)2.4.1 Rates

Billing Option 1 - Customers receive a lower monthly recurring line charge in exchange for a term plan.

	Monthly Recurring Charge	Per Call Charge
Term Plan	Max.	Max.
Month to Month	\$75.00	\$.24
One Year	\$63.00	\$.24
Two Year	\$54.00	\$.24
Three Year	\$48.00	\$.24

Billing Option 2 - Customers receive a lower incremental charge in exchange for a term plan.

	Monthly Recurring Charge	Incremental Charge*
Term Plan	Max.	Max.
Month to Month	\$75.00	\$.036
One Year	\$75.00	\$.034
Two Year	\$75.00	\$.032
Three Year	\$75.00	\$.029

* Billing is in six second increments with an 18 second minimum.

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2 Service Description and Rates

2.5 Features

For feature descriptions, see Section 2.2 and feature rates, see Section 3.2

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2 Service Description and Rates (cont'd)

2.6 Installation Fees

- A A non-recurring installation fee will be assessed when a new line is added to a new or existing account. Customers will have the option to spread the installation fee over a three month period in accordance with O.A.C. 4901:1-5-7 (D).

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2 Service Description and Rates (cont'd)**2.7 Directory Listings****2.7.1 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 are 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. Service Description and Rates (cont'd)

2. Service Description and Rates (cont'd)

2.8 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.

2.8.1 Rates

For all calls to directory assistance beyond the monthly allowance specified above, the following charge will apply per call:

\$1.00

For all requests for Directory Assistance Call Completion, the following additional charge will apply:

\$.40

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2 Service Description and Rates (cont'd)

2.8 Directory Assistance

2.8.2 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 and Rates (cont'd)

2.9 Traditional Operator Services

2.9.1 General

A The Customer has the option of contacting the incumbent competitive 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 competitive local exchange operator to complete competitive 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.

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2 Service Description and Rates (cont'd)

2.10 Toll Disconnection

Please see section 1.10 for regulations pertaining to disconnection.

2.12.1 DePICing

Max.
\$5.00

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Recurring charges for Standard Business Local Exchange are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company

3.1.1 AT&T Ohio Calling Areas

Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange lines per month for customers located in the AT&T Ohio Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange Service (cont'd)

3.1.1 AT&T Ohio Calling Areas

A. Message Rate

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

<u>Individual Line</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	28.90	57.80

<u>Multiline Key</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	32.60	65.20

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange Service (cont'd)

3.1.1 AT&T Ohio Calling Areas (cont'd)

A. Message Rate (cont'd)

Local Message Allowances and Charges

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

Monthly Call Allowance	73
------------------------	----

The current charge per additional local message is \$0.16

The maximum charge per additional local message is \$0.16

Unless otherwise requested by the customer, where two or more message rate services of the same class and grade are furnished to a customer from the same central office at given premises, the local message allowance for the service involved is combined.

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange Service (cont'd)

3.1.1 AT&T Ohio Calling Areas

B. Measured Rate

1. Measured Rate Services

The local usage charges are based upon four measured elements, i.e., the total number of outgoing local messages, the distance and the duration of each local message and the time of day each local message is originated, subject to the following:

a. Distance

The charges for local messages vary based on the airline distance (i.e., rate mileage) between the rate centers of the central offices serving the calling and called stations.

b. Duration

(1) A charge applies for the initial minute, or fraction thereof, and for each additional minute, or fraction thereof.

(2) A local message is considered as starting at the time telephone communication is established between the calling station and the called telephone number.

(3) Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by the automatic timing equipment in the telephone network.

(4) Chargeable time does not include time lost because of faults or defects in the service.

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange Service (cont'd)

3.1.1 AT&T Ohio Calling Areas (cont'd)

B. Measured Rate (cont'd)

Monthly Recurring Service Charges

<u>Individual Line</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	22.75	45.50

<u>Multiline Key</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	26.45	52.90

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange Service (cont'd)

3.1.1 AT&T Ohio Calling Areas (cont'd)

C. Usage Rates

Per Minute Usage Charges - PEAK

Band	First Minute	Add'l Minute
A (10 miles)	0.0353	0.0088
B (22 miles)	0.0397	0.0132
C (999miles)	0.0442	0.0177

Per Minute Usage Charges – OFF-PEAK

Band	First Minute	Add'l Minute
A (10 miles)	0.0177	0.0044
B (22 miles)	0.0199	0.0066
C (999 miles)	0.0221	0.0089

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange Service (cont'd)

3.1.1 AT&T Ohio Calling Areas (cont'd)

C. Local Features

Feature	Business	Max Rate
Call Waiting	5.50	11.00
Call Forwarding (Variable)		
Standard	6.50	13.00
Speed Calling		
8-Number	6.00	
30-Number	6.10	
Three-Way Calling	6.50	
Caller ID Number	7.00	14.00
Caller ID Name ¹	3.50	7.00
Distinctive Ring, each line	N/A	
Automatic Busy Redial	5.50	
Automatic Callback	5.00	
Call Selector	4.00	
Call Return	5.50	
Call Screening	5.50	
Non-Published Service	3.50	7.00
Additional Listings, each	3.00	
Call Trace	7.00	14.00
<u>Per Use Local Features</u>		
Call Return	1.49	
Busy Redial	0.75	
Three-Way Calling	1.49	

¹ Caller ID Number must also be purchased

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas

Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange lines per month for customers located in the Verizon Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

A. Flat Rate Calling Service

Flat Rate Local Calling Service provides the customer with unlimited local calls within their local calling area for one flat monthly rate. A local calling area includes their home location and any EAS (Extended Area Service) will be billed separately per minute.

	<u>Monthly Rate</u>	<u>Max Rate</u>
Individual Line	35.95	71.90

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

A. Flat Rate Calling Service (cont'd)

<u>Multiline Key</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
Rate Class 1	39.09	78.18
Rate Class 2	40.41	80.82
Rate Class 3	41.79	83.58
Rate Class 4	43.74	87.48
Rate Class 5	45.68	91.36
Rate Class 6	47.19	94.38

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3 Competitive Local Exchange Service Price List (cont'd)**3.1 Standard Business Local Exchange (cont'd)****3.1.2 Verizon Calling Areas (cont'd)****B. Usage Sensitive Charges and Allowances**

Each call to a telephone number within the customer's exchange area is charged on a usage basis. Extended area usage rates apply to calls made to certain exchanges outside the customer's exchange area. Usage charges apply on customer-dialed station-to-station calls charged to the calling party. Where operator assistance is utilized, the usage charges apply in addition to the charge for operator assistance on local messages². The additional charge for operator assistance would apply if the calling party wants the call billed to another local telephone number.

Monthly Charges

<u>Individual Line</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
Rate Class 1	15.64	31.28
Rate Class 2	16.16	32.32
Rate Class 3	16.74	33.48
Rate Class 4	17.64	35.28
Rate Class 5	18.65	37.30
Rate Class 6	24.09	48.18

² Operator Assistance for Local Messages: A special service charge applies for operator assistance on local calls. This service charge is in addition to the other usage rates for Usage Sensitive Service. Charge per call is \$.50.

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

B. Usage Sensitive Charges and Allowances (cont'd)

<u>Multiline Key</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
Rate Class 1	23.45	46.90
Rate Class 2	24.25	48.50
Rate Class 3	25.07	50.14
Rate Class 4	26.24	52.48
Rate Class 5	27.41	54.82
Rate Class 6	30.16	60.32

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

B. Usage Sensitive Charges and Allowances (cont'd)

Usage Charges

	PEAK		OFF-PEAK ³	
	First Minute	Add'l Minute	First Minute	Add'l Minute
Home Calling Area	0.0300	0.0100	0.0150	0.0050
Extended Service Area				
Area A (1-10 miles)	0.0700	0.0200	0.0350	0.0100
Area B (11-22 miles)	0.0900	0.0300	0.0450	0.0150
Area C (22+ miles)	0.1200	0.0400	0.0600	0.0200

³ 9:00 PM to 7:59 AM Monday through Friday, and all day Saturday, Sunday and Holidays

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

C. Verizon Local Features

Feature	Business	Max Rate
Call Waiting	2.50	5.00
Cancel Call Waiting	0.50	1.00
Call Forwarding (Variable)		
Standard	2.40	
Busy/No Answer	3.00	
Select Call Forwarding	5.00	
Speed Calling		
8-Number	2.00	
30-Number	3.30	
Three-Way Calling	3.40	
Caller ID Number	7.00	14.00
Caller ID Name ⁴		
Distinctive Ring, each line	6.00	
Do Not Disturb	5.00	
Fixed Call Forwarding		
Busy	1.00	
No Answer	1.00	

⁴ Caller ID Number must also be purchased

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

C. Verizon Local Features (cont'd)

Feature	Business	Max Rate
Busy No Answer	1.25	
Automatic Busy Redial	5.00	
Call Block	2.00	
Anonymous Call Block ⁵	n/a	
Priority Call	5.00	
*69	5.00	10.00
Non-Published Service	3.50	7.00
Additional Listings, each	3.00	
<u>Per Use Local Features⁶</u>		
Call Return	0.75	
Busy Redial	0.75	
Three-Way Calling	0.75	

⁵ Anonymous Call Block (ACB) is included at no charge with your Caller ID service. If you do not subscribe to Caller ID, ACB may be ordered separately for a monthly fee.

⁶ The maximum monthly charge is \$7.50 per line per local feature type.

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

C. Verizon Local Features (cont'd)

Verizon Local Feature Packages - Business

1. Choice PAC

a. Choice PAC service offers a discount when the customer subscribes to three or more calling services as specified in b. following. If the number of services ordered is less than three or the customer removes a service or services such that the total subscribed to becomes less than three, the discount does not apply and the individual applicable rates apply. The service is available to single line business customers.

.b The following services are available for the Choice PAC offering:

Busy Redial	Do Not Disturb
*69	Select Call Forwarding
Call Block	Speed Dialing 8
Call Forwarding	Speed Dialing 30
Call Waiting/Cancel Call Waiting	Three-Way Calling
Caller ID	Priority Call
Caller ID – Number Only	Distinctive Ring

.c The following discount applies when a customer subscribes to three or more qualifying company calling services:

Business Service 30 % Discount

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3 Competitive Local Exchange Service Price List (cont'd)

3.2 Standard Residence Local Exchange Service

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company

3.2.1 AT&T Ohio Calling Areas

A. Monthly Recurring Charges

The following charges apply to Standard Residential Local Exchange Service lines per month for customers located in the AT&T Ohio Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.1 AT&T Ohio Calling Areas (cont'd)

(I) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

<u>Individual Line</u>	<u>Current Rate</u>	<u>Max Rate</u>
	\$39.99	\$79.00

(II) Measured Rate Service

Customers subscribing to Measured Rate Service will pay a recurring service charge and a local usage per call charge. The Measured Rate Service Customer will be charged a per minute rate for all local calls placed from the Customer's line.

Monthly Recurring Service Charges

	<u>Measured Rate</u>	<u>Max Rate</u>
	27.49	39.99

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.1 AT&T Ohio Calling Areas (cont'd)

(II) Measured Rate Service (cont'd)

Per Minute Usage Charges - PEAK

Band	First Minute	Add'l Minute	Max Rate
A (10 miles)	0.0406	0.0104	0.0812
B (22 miles)	0.0406	0.0104	0.0812
C (999miles)	0.0406	0.0104	0.0812

Per Minute Usage Charges -- OFF-PEAK

Band	First Minute	Add'l Minute	Max Rate
A (10 miles)	0.0203	0.0052	0.0406
B (22 miles)	0.0203	0.0052	0.0406
C (999 miles)	0.0203	0.0052	0.0406

(III) Message Rate Service

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

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.1 AT&T Ohio Calling Areas (cont'd)

(III) Message Rate Service (cont'd)

Monthly Recurring Service Charges

	Message Rate	Max Rate
	8.91	17.82

Local Message Allowances and Charges

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

Monthly Call Allowance 30

The current charge per additional local message is \$0.16

The maximum charge per additional local message is \$0.16

Unless otherwise requested by the customer, where two or more message rate services of the same class and grade are furnished to a customer from the same central office at given premises, the local message allowance for the service involved is combined and the total usage allowance.

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.1 AT&T Ohio Calling Areas (cont'd)

B. Local Features

Feature	Residential	Max Rate
Call Waiting	4.55	9.10
Call Forwarding (Variable)		
Standard	5.00	10.00
Speed Calling		
8-Number	4.00	
30-Number	4.00	
Three-Way Calling	5.00	
Caller ID Number	6.00	12.00
Caller ID Name ⁷	2.95	5.90
Distinctive Ring, each line	2.95	
Automatic Busy Redial	5.00	
Automatic Callback	5.00	
Call Selector	4.00	
Call Return	5.00	
Call Screening	5.00	
Non-Published Service	2.00	4.00
Additional Listings, each	2.00	
Call Trace	7.00	14.00
<u>Per Use Local Features</u>		
Call Return	1.49	
Busy Redial	0.75	
Three-Way Calling	1.49	

⁷ Caller ID Number must also be purchased

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3 Competitive Local Exchange Service Price List (cont'd)**3.2 Standard Residence Local Exchange Service (cont'd)****3.2.2 Verizon Calling Areas****A. Monthly Recurring Charges**

The following charges apply to Standard Residential Local Exchange Service lines per month for customers located in the Verizon Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

With Flat Rate Service, the customer can make unlimited calls to locations within their base rate area for a fixed monthly charge. The base rate area includes their home exchange and any exchanges that are available for their area. Also, the zone rates in Section will apply to services located outside the base rate Area.

<u>Individual Line</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	\$39.99	\$79.99

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3 Competitive Local Exchange Service Price List (cont'd)**3.2 Standard Residence Local Exchange Service (cont'd)****3.2.2 Verizon Calling Areas****B. Usage Sensitive Charges and Allowances**

Each call to a telephone number within the customer's exchange area is charged on a usage basis. Extended area usage rates apply to calls made to certain exchanges outside the customer's exchange area. Usage charges apply on customer-dialed station-to-station calls charged to the calling party. Where operator assistance is utilized, the usage charges apply in addition to the charge for operator assistance on local messages. The additional charge for operator assistance would apply if the calling party wants the call billed to another local telephone number.

Monthly Charge

<u>Individual Line</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	\$10.54	\$50.00

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

B. Usage Sensitive Charges and Allowances (cont'd)

Usage Charges

	PEAK		OFF-PEAK ⁸	
	First Minute	Add'l Minute	First Minute	Add'l Minute
Home Calling Area	0.0300	0.0100	0.0150	0.0050
Extended Service Area				
Area A (1-10 miles)	0.0700	0.0200	0.0350	0.0100
Area B (11-22 miles)	0.0900	0.0300	0.0450	0.0150
Area C (22+ miles)	0.1200	0.0400	0.0600	0.0200

C. Zone Rates

I. Description

Zone rates are specified monthly charges for urban grades of exchange service which do not vary with the distance from the base rate area, and are available to customers located within a zone rate area. A zone rate area is that portion of an exchange area which is beyond the base rate area and contiguous thereto, or to another zone rate area of the same exchange within which specified urban grades of service are offered at zone rates. Zone rate areas for each zoned exchange area are defined on maps in 2.16 Section 2 of this tariff.

⁸ 9:00 PM to 7:59 AM Monday through Friday, and all day Saturday, Sunday and Holidays

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

C. Zone Rates (cont'd)

II. Regulations

Application of Rates

The zone rates set forth herein are applicable in all exchanges where zone rate areas have been established.

The zone rates listed in this section are in addition to the rates specified in Section 2 or in Section 2.1 of this tariff for the class and grade of urban exchange service offered and rendered, and apply to each main station.

Grades of Service

Zone rate area exchange service is limited to business and residence classes of individual line service and residence two-party and four-party line grade of service.

III. Rates

Grade of Service	Zone Rate Area A	Zone Rate Area A - Max Rate	Zone Rate Area B	Zone Rate Area B – Max Rate	Zone Rate Area C	Zone Rate Area C – Max Rate
Individual Line	\$1.08	\$3.24	\$2.15	\$6.45	\$3.25	\$9.75
Two-Party Line	.93	\$2.79	\$1.80	\$5.40	\$2.70	\$8.10
Four-Party Line	.45	1.35	.90	2.70	1.33	\$3.99

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

D. Calling Plans

I. Residential Local Package Extra⁹

A. Description

This service is only available to customers in the Verizon service areas. Residential Local Package Extra provides the customer with unlimited direct-dialed local calling with Extended Area Service, unlimited local directory assistance, plus a choice of any or all the following calling features:

*69	Distinctive Ring
Anonymous Call Block	Do Not Disturb
Busy Redial	Priority Call
Call Block	Select Call Forwarding
Call Forwarding	Speed Dialing 8
Call Waiting/ Cancel Call Waiting	Speed Dialing 30
Caller ID	Three-Way Calling

⁹ Services are offered where facilities permit.

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

D. Calling Plans (cont'd)

I. Residential Local Package Extra (cont'd)

Residential Local Package Extra is only available on flat-rated single-line residential service. Residential Local Package Extra is not available with the following:

- any other package or bundled offering on the same line
- Lifeline Assistance
- Local Calling Plans
- any measured or message rate services
- employee concession service
- ISDN Service

B. Rates

Monthly Recurring Charges

	<u>Rate</u>
Individual Line, each	\$ 44.95

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

D. Calling Plans

II. Residential Local Package¹⁰

A. Description

This service is only available to customers in the Verizon service areas. Residential Local Package provides the customer with unlimited direct-dialed local calling with Extended Area Service, unlimited local directory assistance, plus a choice of up to three of the following calling features:

*69	Distinctive Ring
Anonymous Call Block	Do Not Disturb
Busy Redial	Priority Call
Call Block	Select Call Forwarding
Call Forwarding	Speed Dialing 8
Call Waiting/ Cancel Call Waiting	Speed Dialing 30
Caller ID	Three-Way Calling

¹⁰ Services are offered where facilities permit.

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

D. Calling Plans (cont'd)

II. Residential Local Package (cont'd)

Residential Local Package is only available on flat-rated single-line residential service. Residential Local Package is not available with the following:

- any other package or bundled offering on the same line
- Local Calling Plans
- any measured or message rate services
- employee concession service
- ISDN Service

B. Rates

Monthly Recurring Charges

	Rate
Individual Line, each	\$27.95

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3 Competitive Local Exchange Service Price List (cont'd)

3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

D. Calling Plans (cont'd)

III. Residential Regional Package¹¹

A. Description

Residential Regional Package provides a combination of services available as a package to residential customers. A multiline customer can select a local package on one or more of their lines. Residential Regional Package is only available on flat-rated single-line residential service.

The following services are included in the package offering:

- I. Flat-rated Network Access Line
- II. Unlimited Direct-Dialed Intrastate IntraLATA Message Toll Telephone Service
- III. Service Ordering and Line Connection Charges associated with the initial order or for any subsequent changes to the service.

¹¹ Services are offered where facilities permit.

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3 Competitive Local Exchange Service Price List (cont'd)

3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

D. Calling Plans (cont'd)

III. Residential Regional Package (cont'd)

IV. Choice of any or all calling services listed below:

Call Waiting/Cancel Call Waiting
Caller ID
Speed Dialing 8
Speed Dialing 30
Three-Way Calling

V. Zone Rates

Residential Regional Package is not available with the following:

- any other package or bundled offering on the same line
- any measured or message rate services
- employee concession service
- ISDN Service
- Foreign Exchange Service

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3 Competitive Local Exchange Service Price List (cont'd)**3.2 Standard Residence Local Exchange Service (cont'd)****3.2.2 Verizon Calling Areas (cont'd)****D. Calling Plans (cont'd)****III. Residential Regional Package (cont'd)****B. Rates****Monthly Recurring Charges**

	<u>Rate</u>
Individual Line, each	\$49.95 ¹²

¹² The Residential Regional Packages price includes Voice Mail which is a deregulated product.

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

E. Verizon Local Features

Feature	Residential	Max Rate
Call Waiting	2.50	\$5.00
Cancel Call Waiting	0.50	\$1.00
Call Forwarding (Variable)		
Standard	0.75	
Busy/No Answer	3.00	
Select Call Forwarding	5.00	
Speed Calling		
8-Number	0.75	
30-Number	1.25	
Three-Way Calling	2.75	
Caller ID Number	7.00	\$14.00
Caller ID Name ¹³		
Distinctive Ring, each line	6.00	

¹³ Caller ID Number must also be purchased

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)3.2.2 Verizon Calling Areas (cont'd)E. Verizon Local Features (cont'd)

Feature	Residential	Max Rate
Do Not Disturb	3.00	
Fixed Call Forwarding		
Busy	1.00	
No Answer	1.00	
Busy No Answer	1.25	
Automatic Busy Redial	5.00	
Call Block	2.00	
Anonymous Call Block ¹⁴	1.00	
Priority Call	3.00	
*69	5.00	\$10.00
Non-Published Service	2.00	\$4.00
Additional Listings, each	1.75	
<u>Per Use Local Features¹⁵</u>		
Call Return	0.75	
Busy Redial	0.75	
Three-Way Calling	0.75	

¹⁴ Anonymous Call Block (ACB) is included at no charge with your Caller ID service. If you do not subscribe to Caller ID, ACB may be ordered separately for a monthly fee.

¹⁵ The maximum monthly charge is \$7.50 per line per local feature type.

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3 Competitive Local Exchange Service Price List (cont'd)

3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

F. Verizon Local Feature Packages - Residential

I. Feature Package Option B

Call Waiting, Cancel Call Waiting, Call Forwarding, Three-Way Calling,
*69 & Call Block

Residence Service \$ 9.00

II. Feature Package Option A

Call Waiting, Cancel Call Waiting, Call Forwarding, Three-Way Calling,
Speed Dailing-8, Distinctive Ring, Caller ID, Anonymous Call Block, Call
Waiting ID¹⁶, Busy Redial, *69, Call Block, Do Not Disturb, Select Call
Forwarding, & Priority Call

Residence Service 16.00

¹⁶ Where available.

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3 Competitive Local Exchange Service Price List (cont'd)

3.3 Advanced Features

G. Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID numbers apply in addition to charges specified for Basic Trunks or Digital Trunks.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID numbers a Customer may obtain. Requests for 300 or more DID numbers must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end 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.

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3 Competitive Local Exchange Service Price List (cont'd)

3.3 Advanced Features (cont'd)

G. Direct Inward Dial (DID) Service (cont'd)

Verizon Service Areas

Monthly	
DID Numbers	<u>Non-Recurring</u>
Block of 10 Numbers	\$2.05
Block of 100 Numbers	\$20.50
DID Trunk Termination	\$15.00

AT&T OHIO Service Areas

Monthly	
DID Numbers	<u>Non-Recurring</u>
Block of first 20 numbers	\$3.20
Block of add'l 20 numbers	\$3.20
Individual DID number	\$0.25
DID Trunk Termination	\$19.00

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

**APPLICABLE TO THE PROVISION OF
SWITCHED ACCESS PROVIDER SERVICES
OF**

BROADVOX-CLEC, LLC

This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by Broadvox-CLEC, LLC within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at the company's principal place of business.

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CHECK SHEET

Sheets of this rate sheet 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 rate sheet and are currently in effect as of the date on the bottom of this sheet.

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

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - To signify changed listing, rule, or condition which may affect rates or charges.
- D - To signify discontinued material, including listing, rate, rule or condition.
- I - To signify increase.
- L- To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.
- N - To signify new material including listing, rate, rule or condition.
- R - To signify reduction
- T - To signify a change in wording of text but not change in rate, rule or condition.

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RATE SHEET FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the rate sheet. 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. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its rate sheet approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

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SECTION 1 – DEFINITIONS

Certain terms used generally throughout this rate sheet for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: The Public Utilities Commission of Ohio.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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SECTION 1 - DEFINITIONS, (Cont'd.)

Company: Broadvox-CLEC, LLC., or Broadvox-CLEC, issuer of this rate sheet

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's rate sheet regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

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SECTION 1 - DEFINITIONS, (Cont'd.)

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective rate sheet.

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SECTION 1 - DEFINITIONS, (Cont'd.)

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

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

Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariffed approved by the Commission.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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SECTION 1 - DEFINITIONS, (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 Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this rate sheet.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this rate sheet.

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

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

Broadvox-CLEC's services offered pursuant to this Rate Sheet are furnished for Switched Access Service. Broadvox-CLEC may offer these services over its own or resold facilities.

Broadvox-CLEC installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Rate Sheet. Broadvox-CLEC may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Broadvox-CLEC network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

The Company's Tariff is in concurrence with all applicable State and Federal Laws, and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this rate sheet is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.1 Undertaking of the Company (Cont'd.)****2.1.3 Terms and Conditions**

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this rate sheet, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.
- D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- E. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 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, 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 act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below.
- B. 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 or facilities offered under this rate sheet, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein in Sections 2.1.4 C through N.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: , fire, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. Reserved For Future Use
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this rate sheet, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this rate sheet.
- I. Reserved For Future Use

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

- J. Reserved For Future Use
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.1 Undertaking of the Company (Cont'd.)****2.1.4 Liability of the Company (cont'd.)**

- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of 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.

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

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.1 Undertaking of the Company (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

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

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.1 Undertaking of the Company (Cont'd.)****2.1.6 Provisions of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer within 30 days after approving an application for service. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- D. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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Cleveland, Ohio 44115**

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.1 Undertaking of the Company (Cont'd.)****2.1.6 Provisions of Equipment and Facilities (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 facilities furnished pursuant to this rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- F. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- G. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.1 Undertaking of the Company (Cont'd.)****2.1.7 Non-routine Installation**

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

2.1.8 Reserved for Future Use

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Reserved for Future Use

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.3 Obligations of the Customer****2.3.1 The Customer shall be responsible for:**

- A. the payment of all applicable charges pursuant to this rate sheet;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 The Customer shall be responsible for (cont'd.):**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may need to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.2 Claims**

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

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

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.3 Obligations of the Customer (Cont'd.)****2.3.3 Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. Originating Access: Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default of 3 months prior actual usage of interstate traffic and a default of 3 months prior actual usage of intrastate traffic.

- B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default of 3 months prior actual usage of interstate traffic and a default of 3 months prior actual usage of intrastate traffic.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.3 Obligations of the Customer (Cont'd.)****2.3.3 Jurisdictional Reporting (cont'd.)**

- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.3 Obligations of the Customer (Cont'd.)****2.3.3 Jurisdictional Reporting (cont'd.)**

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

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

2.3.4 Network Management

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

2.3.5 Design and Traffic Routing of Switched Access Service

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

2.3.6 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under the tariff sections, testing services results.

2.3.7 Trunk Group Measurements Reports

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 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 may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.4 Customer Equipment and Channels (Cont'd.)****2.4.4 Inspections**

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements**2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

A. Taxes

The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.5 Payment Arrangements (Cont'd.)****2.5.2 Billing and Collection of Charges (cont'd.)**

The customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793
Phone: (614) 466-3292

The Company will also remit interest for all such credited amounts. Interest will be paid at rate required by the Commission for customer deposits.

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.5 Payment Arrangements (Cont'd.)****2.5.3 Refusal and Discontinuance of Service (cont'd.)**

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this rate sheet.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
 - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-e), if
 - (a) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.5 Payment Arrangements (Cont'd.)****2.5.3 Refusal and Discontinuance of Service (cont'd.)****F. (cont'd)****1. (cont'd)**

- (b) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or
- (c) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (d) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the rate sheet charges for the service by:
 - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this rate sheet, or
 - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
 - IV. Continuing to have Company End Users presubscribed to the Customer; or
 - V. Any other Fraudulent means or devices; or

- 2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.5 Payment Arrangements (Cont'd.)****2.5.3 Refusal and Discontinuance of Service (cont'd.)****F. (cont'd)**

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this rate sheet if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

- G. In the event the Company incurs fees or expenses in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

The special charges described will be calculated and applied on a case-by-case basis.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.6 Allowances for Interruptions in Service**

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this rate sheet by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company.

A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vi) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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.

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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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.1 Limitations on Allowances**

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this rate sheet by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.7 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

- 2.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.
- 2.8.2 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.3 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 the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.4 All notices or other communications required to be given pursuant to this rate sheet shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.9 Meet Point Billing**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates. The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE**3.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this rate sheet. These charges are in addition to other applicable charges set forth in other sections of this rate sheet.

3.1.1 Ordering Conditions

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR.

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

3.1.2 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)**3.2 Miscellaneous Charges**

Customer Requested Due Date Change ¹	\$50, per order
Customer Requested Expedite	\$250, per location, per order
Cancellation (after 3 business days from order placement)	Full NRCs + \$250, per order
Design Change, DS0/DS1	\$150, per circuit
Design Change, DS3 and higher	\$300, per circuit
Administrative Processing	\$25, per order

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

SECTION 4 - SWITCHED ACCESS SERVICE**4.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

4.2 Provision and Description of Switched Access Service Arrangements**4.2.1 Feature Group Access**

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trucking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)**4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)****4.2.2 Manner of Provision**

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

4.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

4.2.4 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)**4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)****4.2.5 Originating 800 FG Access**

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

4.3 Reports and Testing

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

SECTION 5 - SWITCHED ACCESS RATES**5.1 General**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

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

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**5.2 Rate Categories**

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

- Local Switching
- Local Transport
- Common Line

5.2.1 Local Switching

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

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

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

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

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**5.2 Rate Categories, (Cont'd.)****5.2.3 Toll-Free 8XX Data Base Query**

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

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

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

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

Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company. The following paragraph's describe the Local transport rate elements:

Local Transport – Entrance Facility
Tandem Switched Transport
Direct Trunked Transport

Interconnection

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

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**5.2 Rate Categories, (Cont'd.)****5.2.5 Local Transport – Entrance Facility****A.1 Local Transport – Entrance Facility**

A Local Transport-Entrance Facility provides the communication path between a Customer's premises and the Company serving wire center of that premises for the sole use of the Customer. The Local Transport-Entrance facility category is comprised of a DS1 rate. A Local Transport Entrance-Facility is required whether the Customer's premises and the serving wire center are located in the same or different buildings.

A.2 Local Transport – Tandem Switched Transport

- (a) The Tandem Switching element includes the access tandem switching associated with Tandem-Switched Transport traffic and is assessed per access minute switched through the tandem.
- (b) The Tandem Switched Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.
- (c) Tandem Switched Transport Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis.

In addition, Tandem Switched Transport requires dedicated tandem trunk ports, end office trunk ports, and common multiplexing.

A Dedicated Tandem Trunk Port is provided for all facilities terminated on

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**5.2 Rate Categories, (Cont'd.)****5.2.5 Local Transport – Entrance Facility (cont'd)**

the serving wire center side of the access tandem when the customer has requested tandem routing.

Common multiplexing is provided on a usage sensitive basis in conjunction with Tandem Switched Transport. Switched access facilities are connected to the tandem as DS1/T-1 circuits. Multiplexing is required to convert common switched facilities from an operating speed of 44.736 Mbps to an operating speed of 1.544 Mbps.

The End Office Trunk Ports used by multiple customers provides for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic. The End Office Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access.

Local Transport – Direct Trunked Transport

The Local Transport-Direct Trunked Transport provides the transmission path from the serving wire center of the Customer's premises to an end office as an option from the service wire center to a tandem. This transmission path is dedicated to the use of a single Customer.

The Local Transport-Direct Trunked Transport rate category is comprised of the sum of a monthly fixed rate and a monthly per mile rate based on the facility provided.

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.2 Rate Categories, (Cont'd.)

Toll Free (800) Data Base Access Service :

Toll Free Data Base Access Service is a service offering that utilizes originating trunk side Switched Access Service to deliver Toll Free calls to the Company's Interexchange Carrier Customers. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer Identification and delivery function. The call is forwarded to the appropriate Interexchange Carrier Customer based on the dialed Toll-Free number. Records exchange, rating, and billing for Toll Free Data Base Access Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**5.3 Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**5.4 Rates and Charges -****These are rates for both AT&T Ohio and Verizon service territories****5.4.1 Local Transport**

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
(A) <u>Entrance Facility</u>		
(1) Per DSI		\$227.00
(B) <u>Direct Transport</u>		
(1) <u>Dedicated Transport</u>		
(A) <u>Termination</u>		
First	\$310.00	
Each Add'l	\$250.00	
(B) <u>Facility</u>		
Per Mile	\$25.00	
Tandem Port	\$133.80	
Trunk Port	\$120.25	
(C) <u>Common Transport</u>		
(1) <u>Trunk Charges</u>		
First	\$115.00	
Each Add'l	\$40.00	

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges, (Cont'd.)

	<u>AT&T</u>	<u>Verizon</u>
800 Database Query, Per Call	Note 1	Note 1
Switched Transport		
Tandem-Switched Termination (per access minute)	Note 1	Note 1
Tandem-Switched Facility (per access minute per mile)	Note 1	Note 1
Tandem Switching (per access minute per tandem)	Note 1	Note 1
Common Transport Multiplexing (per access minute)	Note 1	Note 1
End Office Switching		
Local Switching (per access minute)	Note 1	Note 1
Common Trunk Port (per access minute)	Note 1	Note 1

Note 1 – The Company’s switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (“ILEC”) which serves the territory in which the traffic originates or terminates, as set forth in that ILEC’s PUCO Switched Access Tariff (AT&T Ohio Tariff No. 20, Part 21. and Verizon North’s Ohio Tariff No. 2).

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**5.5 Miscellaneous Services and Charges****IntraLATA PIC Change Charge**

**IntraLATA Presubscription Change Charge, per
business or residence line, trunk, or port:**

- Manual PIC Change	\$5.50
- Electronic PIC Change	\$1.25

The Company will waive one-half of the intraLATA PIC change charge, whether electronic or manual, when such changes are performed simultaneously with an interLATA PIC change.

SECTION 6 – SPECIAL ACCESS SERVICES

6.1 POINT-TO-POINT DEDICATED ACCESS SERVICE

Description

Mountain's Local Point to Point service is designed for high-bandwidth voice, data, and video applications that demand the full-time availability of a dedicated service. This service uses Mountain's local rings to provide point-to-point dedicated connections between of your locations or local access to an inter-exchange carrier (IXC) point of presence (POP) at bandwidths ranging from to OC-192.

Service Ordering

This section sets forth the regulations for Access Service Requests (ASR) for Dedicated Transport Service, as defined in this tariff.

The Company reserves the right to require that services offered under this tariff be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- * Customer name and Premises address (es);
- * Billing name and address (when different from Customer name and address); and
- * Customer contact and telephone for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

SECTION 6 – SPECIAL ACCESS SERVICES (Cont'd)

6.1 POINT-TO-POINT DEDICATED ACCESS SERVICE (Cont'd)

Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

B. Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or

SECTION 6 – SPECIAL ACCESS SERVICES (Cont'd)

6.1 POINT-TO-POINT DEDICATED ACCESS SERVICE (Cont'd)

3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

SECTION 6 – SPECIAL ACCESS SERVICES (Cont'd)

6.2 SPECIAL CONSTRUCTION

General

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

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- B. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- C. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- D. in a quantity greater than that which the Company would normally construct; or
- E. on an expedited basis; or
- F. on a temporary basis until permanent facilities are available; or
- G. involving abnormal costs; or
- H. in advance of its normal construction; or
- I. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

SECTION 6 – SPECIAL ACCESS SERVICES (Cont'd)

6.3 Customer Acceptance

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

6.2 Basis of Rates and Charges

BASIS OF RATES AND CHARGES

Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

- A. Nonrecurring Charges;
- B. Recurring Monthly Rates;
- C. Termination Liabilities.

Termination liabilities may include the following:

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easement.
2. License preparation, processing and related fees;
3. Cost of removal and restoration, where appropriate; and
4. Any other identifiable costs related to the specially constructed or rearranged facilities.
5. Termination of Liability: Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the Termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

SECTION 6 – SPECIAL ACCESS SERVICES (Cont'd)

6.3 Basis of Rate and Charges (Cont'd)

Cost Computation

Special Construction costs may include one or more of the following items to the extent that they are applicable:

A. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:

1. equipment and materials provided or used;
2. engineering, labor and supervision;
3. transportation;
4. rights of way; and shipping and delivery.

6.4 Obligations of the Company

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

Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

SECTION 6 – SPECIAL ACCESS SERVICES (Cont'd)**6.5 Obligations of the Company (Cont'd)****Design of Point-to-Point Dedicated Access Service**

The Company shall design and determine the routing of Point-to-Point Dedicated Access Service.

Selection of facilities and equipment in connection with providing the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

SECTION 6 – SPECIAL ACCESS SERVICES (Cont'd)**6.6 Rate Regulations****RATE REGULATIONS**

This section contains the specific regulations governing the rates and charges that apply for Point-to-Point Dedicated Access Service.

Recurring and Nonrecurring Charges

Recurring charges are assessed monthly in connection with providing the Dedicated Transport Service. Nonrecurring charges are one-time charges that apply for a specific work activity (installation or change to an existing service).

Minimum Periods

Dedicated Transport Service is provided for a minimum period of one month.

Moves

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

A. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements. See Section 4.8.1.

B. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

SECTION 6 – SPECIAL ACCESS SERVICES (Cont'd)**6.8 Rate Regulations (Cont'd)****Installation of Optional Features**

If a separate nonrecurring charge applies for the installation of an optional feature available with Dedicated Transport Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

Service Rearrangements

Service rearrangements are changes to existing services installed that do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes, which result in the establishment of new minimum period obligations, are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without notice to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

SECTION 6 – SPECIAL ACCESS SERVICES (Cont'd)**6.7 Rate Regulations (Cont'd)****Calculation of Mileage**

To determine the rate distance between any two rate centers proceed as follows:

- A. Obtain the "V" and "H" coordinates for each rate center.
- B. Obtain the difference between the "V" coordinates of the two rate centers.
Obtain the difference between the coordinates.

Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

- C. Square each difference obtained in B above.
- D. Add the squares of the difference and the difference obtained in c.
above.
- E. Divide the sum of the squares obtained in D above by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the result obtained in E above. This is the rate distance in miles. (Fractional miles being considered as full miles.)

SECTION 7 – BILLING AND COLLECTION**7.1 General**

The Company will provide the following services:

- Recording Service
- Billing Name and Address (BNA)

RECORDING SERVICE

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

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SECTION 7 – BILLING AND COLLECTION (CONT'D)

7.2 Recording Service (Cont'd)

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term "customer message" used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

7.2.1 Undertaking of the Company

- A. The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.
- B. A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change. Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

SECTION 7 – BILLING AND COLLECTION (CONT'D)**7.2 Recording Service (Cont'd)**

- C. Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

7.2.2 Liability of the Company

Notwithstanding 8.2.1 preceding, the company's liability for recording service is as follows:

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

7.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

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

SECTION 7 – BILLING AND COLLECTION (CONT'D)

7.2 Recording Service (Cont'd)

Payment Arrangements and Audit Provision

A. Notice and Scope

- 1 Upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the changes to the customer for other services provided by the company pursuant to this tariff.
- 2 The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.
- 3 The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
- 4 The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
- 5 Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

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SECTION 7 – BILLING AND COLLECTION (CONT'D)**7.2 Recording Service (Cont'd)****B. Payment of Expense**

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

C. Requests for Examinations

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

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

D. Audit Provision

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

SECTION 7 – BILLING AND COLLECTION (CONT'D)**7.2 Recording Service (Cont'd)****E. Minimum Period and Minimum Monthly Charges**

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

F. Cancellation of a Special Order

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recordings to start.

G. Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order.

SECTION 7 – BILLING AND COLLECTION (CONT'D)**7.3 Billing Name and Address Service**

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

SECTION 7 – BILLING AND COLLECTION (CONT'D)**7.4 Billing Name and Address Service (Cont'd)**

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

7.4.1 Undertaking of the Company**Undertaking of the Company**

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- B. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 3.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class US Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.
- A. The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.
- D. The company will specify the format in which requests and tapes are to be submitted.
- E. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.

SECTION 7 – BILLING AND COLLECTION (CONT'D)**7.4 Billing Name and Address Service (Cont'd)**

- F. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

7.4.2 Obligations of the Customer

- A. With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
- B. A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C. The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.
- D. The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.

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SECTION 7 – BILLING AND COLLECTION (CONT'D)

7.4 Billing Name and Address Service (Cont'd)

- E. When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 ($100 - \text{projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

- F. The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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SECTION 7 – BILLING AND COLLECTION (CONT'D)

7.4 Billing Name and Address Service (Cont'd)

7.4.3 Rate Regulations

- A. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.
- B. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge, as described below in Section F., applies for each message processed to supply BNA information on a mechanized basis.
- The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.
- C. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in rate schedule Section F. following will apply to each such message.
- D. Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.
- E. When a customer cancels an order for BNA service after the order date, the service establishment charge applies.
- F. Rates:
- | | |
|-----------------------------------|--------|
| Recording, per customer message | Note 1 |
| ANI, per attempt | Note 1 |
| BNA | |
| service establishment charge | Note 1 |
| query charge per telephone number | Note 1 |

Note 1 – The Company's switched access rates mirror the current intrastate switched access rates of the Underlying Incumbent Local Exchange Companies ("ILEC") which serves the territory in which the traffic originates or terminates, as set forth in that ILEC's PUCO Switched Access Tariffs (AT&T Ohio Tariff No. 20, Part 21 and Verizon North's Ohio Tariff No. 2)

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