

**KELLEY DRYE & WARREN LLP**

A LIMITED LIABILITY PARTNERSHIP

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EMAIL: wbrantl@kelleydrye.com

March 3, 2010

Ms. Renee Jenkins  
Secretary  
Public Utilities Commission of Ohio  
180 East Broad Street, 10<sup>th</sup> Floor  
Columbus, OH 43215-3793

*Electronically Filed*

Re: Case No. 10-0127-TP-ACE; 90-9380-TP-TRF: Application of MCC  
Telephony of the Midwest, LLC. – Supplemental Filing

Dear Ms. Jenkins:

In connection with the above-referenced application, MCC Telephony of the Midwest, LLC (“MCC”), by its attorneys, respectfully submits the following materials:

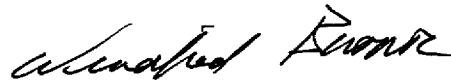
Application Exhibit 12 — copy of interconnection request and supporting affidavit

Application Exhibit 17 — replacement tariffs for Local Exchange (#1) and Access Services (#2), incorporating changes requested by Staff

Application Exhibit 18 — MCC’s Ohio Intrastate Service Guide for detariffed services

If there are any questions regarding this filing, please contact me at (202) 342-8819 or via email at [wbrantl@kelleydrye.com](mailto:wbrantl@kelleydrye.com). Thank you for your assistance with this matter.

Respectfully submitted,



Winifred Brantl  
Counsel for MCC Telephony of the Midwest, LLC

Enclosures

**EXHIBIT 12**

(Supplement)

Interconnection

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Copy of letter requesting interconnection with Verizon North  
and supporting affidavit



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January 8, 2010

**VIA OVERNIGHT DELIVERY**

Ms. Kathy Robertson  
Manager – Contract Management  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES-CM  
Irving, TX 75038

**Re: Bona Fide Request of MCC Telephony of the West, LLC d/b/a Mediacom Communications Corp., MCC Telephony of the Midwest, LLC and MCC Telephony of the Mid-Atlantic, LLC for Interconnection Agreements with Verizon California, Inc., Verizon North Inc. – OH and Verizon South Inc. – VA (Contel)**

Dear Ms. Robertson:

As you are aware from our previous correspondence, MCC Telephony, LLC d/b/a Mediacom Communications (“Mediacom”)<sup>1</sup> wishes to establish interconnection arrangements (“ICAs”) with various Verizon ILECs.

Mediacom hereby requests interconnection agreements with Verizon California, Inc., Verizon North Inc. – OH and Verizon South Inc. – VA (Contel) for the states of California, Ohio and Virginia. To facilitate and formally initiate this process, Mediacom submits this BFR for ICAs pursuant to sections 251 and 252 of the Telecommunications Act of 1996.<sup>2</sup> Attached hereto is a list of the exchanges in which MCC plans to operate.

Mediacom seeks ICAs that cover the following items and services:

<sup>1</sup> Mediacom is a limited liability company organized under the laws of the State of Delaware with its principle place of business in New York. Through various subsidiaries Mediacom is a CLEC or is seeking CLEC certification in California (MCC Telephony of the West, LLC d/b/a Mediacom Communications Corp., Decision 07-03-006, 3/1/07), Ohio (MCC Telephony of the Midwest, LLC, Case No. 09-1995-TP-ACE, filed 12/29/09) and (MCC Telephony of the Mid-Atlantic, LLC, Application filed 12/29/09).

<sup>2</sup> 47 U.S.C. §§ 251 and 252.

Kathy Robertson  
Verizon  
Page Two

- (1) bill-and-keep for reciprocal compensation;
- (2) single point of interconnection (reasonable traffic thresholds driving additional points would be acceptable);
- (3) reciprocal local calling scope;
- (4) transit traffic;
- (5) interconnection facilities, including DS1, DS3 and a fiber-meet option;
- (6) cageless collocation, with the ability to bring our own fiber in;
- (7) directory listings (standard);
- (8) number portability (standard); and
- (9) DS1 and DS3 UNE dedicated transport.

As discussed previously, Mediacom's preference is to "opt-in" (*i.e.*, adopt) existing ICAs pursuant to section 252(i) of the Act. We look forward to working with you and your team to identify and explore the ICAs available for adoption and to negotiate related opt-in agreements.

We are hopeful that we can complete this process in a timely manner. However, if for some reason, we are unable to agree on an adoption, the timeline for negotiations is as follows (except to the extent the parties agree on a different "start date"): start date 1/8/10; 30<sup>th</sup> day 2/7/2010; 60<sup>th</sup> day 3/9/2010; 90<sup>th</sup> day 4/8/2010; 135<sup>th</sup> day 5/23/2010; 160<sup>th</sup> day 6/17/2010.

Thank you for working cooperatively with us on this BFR. If you have any questions, please feel free to contact us.

Kathy Robertson  
Verizon  
Page Three

Sincerely,

A handwritten signature in black ink, appearing to read "Denise N. Smith". The signature is fluid and cursive, with a large initial "D" and "S".

John J. Heitmann  
Denise N. Smith

*Counsel to MCC Telephony, LLC d/b/a  
Mediacom Communications*

# Mediacom Exchanges

## Attachment A

STATE	LATA	NPA	NXX	OWNING LEG
CA	730	951	210	VERIZON CALIFORNIA INC.-CA (GTE)
CA	730	951	238	VERIZON CALIFORNIA INC.-CA (GTE)
CA	730	951	244	VERIZON CALIFORNIA INC.-CA (GTE)
CA	730	951	246	VERIZON CALIFORNIA INC.-CA (GTE)
CA	730	951	246	VERIZON CALIFORNIA INC.-CA (GTE)
CA	730	951	301	VERIZON CALIFORNIA INC.-CA (GTE)
CA	730	951	443	VERIZON CALIFORNIA INC.-CA (GTE)
CA	730	951	490	VERIZON CALIFORNIA INC.-CA (GTE)
CA	730	951	490	VERIZON CALIFORNIA INC.-CA (GTE)
CA	730	951	566	VERIZON CALIFORNIA INC.-CA (GTE)
CA	730	951	639	VERIZON CALIFORNIA INC.-CA (GTE)
CA	730	951	657	VERIZON CALIFORNIA INC.-CA (GTE)
CA	730	951	672	VERIZON CALIFORNIA INC.-CA (GTE)
CA	730	951	679	VERIZON CALIFORNIA INC.-CA (GTE)
CA	730	951	723	VERIZON CALIFORNIA INC.-CA (GTE)
CA	730	951	940	VERIZON CALIFORNIA INC.-CA (GTE)
CA	730	951	943	VERIZON CALIFORNIA INC.-CA (GTE)
OH	326	419	258	VERIZON NORTH INC.-OH
OH	326	419	542	VERIZON NORTH INC.-OH
OH	326	419	881	VERIZON NORTH INC.-OH
VA	252	757	421	VERIZON SOUTH INC.-VA (CONTEL)
VA	252	757	432	VERIZON SOUTH INC.-VA (CONTEL)

**EXHIBIT 17**

(Supplement)

Proposed Tariffs

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**Replacement Tariffs:**

PUCO Tariff No. 1 (Local Exchange)

PUCO Tariff No. 2 (Access Services)



**LOCAL EXCHANGE TARIFF**

**OHIO**

**MCC TELEPHONY OF THE MIDWEST, LLC  
100 Crystal Run Road  
Middletown, New York 10941  
845-695-2600**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate voice and data communications services within the State of Ohio by MCC Telephony of the Midwest, LLC, (hereinafter "Company") with principal offices at 100 Crystal Run Road, Middletown, New York 10941. This tariff is on file with the Public Utilities Commission of Ohio ("Commission"), and copies can be inspected there and at Company's principal place of business, during normal business hours.

Consistent with the Commission's orders in Docket No. 06-1345-TP-ORD, rates, terms and conditions for the Company's detariffed services are available in the Company's Ohio Intrastate Service Guide, which can be obtained from or examined at the Company's principle place of business during normal business hours.

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Issued: \_\_\_\_\_, 2010

Effective: \_\_\_\_\_ 2010

Issued pursuant to Order \_\_\_\_\_ issued by the Public Utilities Commission of Ohio in Case No. \_\_\_\_\_.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

CHECK LIST

Tariff pages are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

PAGE	REVISION	
1	Original	*
2	Original	*
3	Original	*
4	Original	*
5	Original	*
6	Original	*
7	Original	*
8	Original	*
9	Original	*

\* Indicates new or revised pages.

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By: Mr. Calvin Craib  
 President  
 MCC Telephony of the Midwest, LLC  
 100 Crystal Run Road  
 Middletown, New York 10941

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President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SYMBOLS

Whenever tariff pages are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer’s bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate or regulation.
- (R) To signify a change resulting in a reduction to a customer’s bill.
- (T) To signify change in text with no associated change in rate, rule or condition.

APPLICATION OF TARIFF

This tariff (“Tariff”) contains the regulations and rates applicable to the furnishing of regulated local exchange telecommunications services to Ohio customers by MCC Telephony of the Midwest, LLC (hereinafter referred to as the “Company”) between various locations in the State of Ohio. The Company may also offer its services under or otherwise require a subscriber agreement with additional terms not inconsistent with those herein.

Descriptions and rates for detariffed service offerings are found in the Company’s Ohio Intrastate Service Guide which is available from the Company at the address listed in this tariff.

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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MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

---

1     REGULATIONS

1.1    Late Payment Charge

A charge of five dollars (\$5.00) will be applied to Customer's invoices for regulated Services if (i) the previous month's invoice has not been paid in full by the billing date of the next invoice; and (ii) the balance due is greater than twenty dollars (\$20.00). The amount of the Late Payment Charge will be indicated on the Customer's bill when rendered. This charge shall not be applied to any portion of the bill that is disputed or to previous unpaid late payment fees.

1.2    Returned Check Charge

In the event that a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn, the Customer will be charged a fee of \$25.00. The Company may waive the Returned Check Charge under appropriate circumstances.

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President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

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1     REGULATIONS

1.3    Deposits

- 1.3.1    To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the financial condition of the Customer is not acceptable to the Company or is not a matter of general knowledge. Company shall be liable for interest on deposits held for more than ninety days, consistent with state law.
- 1.3.2    The deposit shall be not more in amount than the estimated charge for two (2) months of Service or the total combined amount of the Customer’s prior two monthly bills, if applicable, whichever is greater.
- 1.3.3    No written notice is required to be given of a deposit required as a prerequisite for commencing initial service. Written notice shall be mailed advising the Customer of any new or additional deposit requirement.
- 1.3.4    A deposit does not relieve the Customer of responsibility for prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- 1.3.5    A Customer who fails to comply with the deposit requirements may be disconnected under the provisions of the written notice as stated in this Tariff.
- 1.3.6    Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest pursuant to the annual rate set by the Commission, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

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By: Mr. Calvin Craib  
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MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

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 1 REGULATIONS (cont)
1.4 Complaint Procedures

A Customer may initiate a complaint with the Company on any matter by telephone, in writing or in person at any of the Company's offices. The Company's response to the complaint will generally be in the same format used by the Customer. The Company will respond to the complaint consistent with Commission Rules. The Customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager. A Customer who is still not satisfied should document the complaint with sufficient detail to investigate the complaint and send the complaint to:

Customer Service Department  
 MCC Telephony of the Midwest, LLC  
 100 Crystal Run Road  
 Middletown, NY 10941

The Company's supervisory personnel shall inform any Customer wishing to escalate a complaint that they are entitled to have the problem reviewed by the Commission, furnishing them with contact information as follows:

Service Monitoring and Enforcement Department  
 Public Utilities Commission of Ohio  
 180 E. Broad Street  
 Columbus, Ohio 43215-3793

Telephone: 1-800-686-7826 (toll-free)  
 1-800-686-1570. TTY-TDD (toll-free)  
 1-614-466-8180  
 (8 a.m. to 5 p.m., Monday through Friday)

or visit [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

In the event that a Customer seeks Commission review of the complaint, the Company will cooperate with subsequent proceedings consistent with Commission Rules. In the case of a billing dispute which cannot be settled with mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

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 President  
 MCC Telephony of the Midwest, LLC  
 100 Crystal Run Road  
 Middletown, New York 10941

2. MISCELLANEOUS SERVICES AND CHARGES

2.1 Presubscription

Following a customer's initial selection of presubscribed intraLata and/or interLata toll carrier, a presubscription change charge will apply to subsequent changes in toll carrier(s).

Change of Inter Exchange Carrier (IXC) PIC *		
Manual Process		\$ 5.50
Electronic Process		\$ 1.25
Change of Regional Toll Carrier PIC *		
Manual Process		\$ 5.50
Electronic Process		\$ 1.25

\* **Note:** If a subscriber changes both the InterLata and IntraLata presubscribed interexchange carrier at the same time, 50% of the otherwise applicable IntraLata presubscription change charge will apply.

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President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941



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3. LOCAL EXCHANGE SERVICE AREA

The Company's local exchange services are offered to customers in the following Ohio exchanges:

Antwerp  
Hicksville

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MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO INTRASTATE ACCESS SERVICES  
WITHIN THE STATE OF OHIO  
PROVIDED BY  
MCC TELEPHONY OF THE MIDWEST, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by MCC Telephony of the Midwest, LLC. This tariff is on file with the Public Utilities Commission of Ohio. MCC Telephony of the Midwest, LLC's principal office is located at 100 Crystal Run Road, Middletown, New York 10941. This Tariff is available for public inspection at the above address during regular business hours.

Issued: \_\_\_\_\_, 2010

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President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

CHECKSHEET

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

<u>Sheet</u>	<u>Revision</u>		<u>Sheet</u>	<u>Revision</u>		<u>Sheet</u>	<u>Revision</u>	
Title	Original	*	25	Original	*	50	Original	*
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*	59	Original	*
10	Original	*	35	Original	*	60	Original	*
11	Original	*	36	Original	*	61	Original	*
12	Original	*	37	Original	*	62	Original	*
13	Original	*	38	Original	*	63	Original	*
14	Original	*	39	Original	*	64	Original	*
15	Original	*	40	Original	*	65	Original	*
16	Original	*	41	Original	*	66	Original	*
17	Original	*	42	Original	*			
18	Original	*	43	Original	*			
19	Original	*	44	Original	*			
20	Original	*	45	Original	*			
21	Original	*	46	Original	*			
22	Original	*	47	Original	*			
23	Original	*	48	Original	*			
24	Original	*	49	Original	*			

\* - indicates those pages included with this filing

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100 Crystal Run Road  
Middletown, New York 10941

CONCURRING CARRIERS

None

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100 Crystal Run Road  
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EXPLANATION OF SYMBOLS

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation

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MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

TARIFF FORMAT

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

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 100 Crystal Run Road  
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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff 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 Minutes: The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

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.

Automatic number identification (ANI): A multi-frequency signaling Common Switching Optional Feature that provides the automatic transmission of a seven or ten digit number and information digits to the customer's premises for call originating in the LATA, to identify the calling station.

Carrier or Common Carrier: See Interexchange Carrier or Exchange

Carrier. Central Office: A Telephone Company switching center.

CMRS: Commercial Mobile Radio Services.

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

Commission - Refers to the Public Utilities Commission of Ohio

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By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941



SECTION 1 - DEFINITIONS (CONT'D)

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.

Company: MCC Telephony of the Midwest, LLC.

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

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

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8)0( Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8)0( is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

End User: Any individual, association, corporation, governmental agency, or any other carriers authorized to provide service in the state of Ohio, 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.

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

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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.

Interstate: For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points located in different states within the United States or between one or more points in the United States and at least one international location.

Intrastate: For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the same state.

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. 8 2-019 2 for the provision and administration of communications services.

Line Information Data Base (LIDS): 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 tariff.

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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.

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.

Originating Direction: The origination of calls from an End User premises.

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

Point of Termination: The point of demarcation within a customer-designated premises or point of interconnection at which the Telephone Company's responsibility for the provision of service ends.

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.).

Pre subscription: 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).

Primary Interexchange Carrier (PIC): The IXC designated by the Customer as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

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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 tariff.

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 tariff.

Terminating Direction: The completion of calls to an End User premises.

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

The Company's services offered pursuant to this Tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company 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 Company 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.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers 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 tariff, a month is considered to have 30 days.
- B. 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 Company equipment as described below.
- C. 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.

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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. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering, installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- 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, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties

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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)

- 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.
- 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. The Customer 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 any other party or person(s), and 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, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- 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 tariff, 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 tariff.
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 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.

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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)

- L. 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.
- M. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 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.
- N. Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 2 — 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 that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 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, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 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. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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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 (Cont'd)

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

A. General

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

1. where facilities are not presently available and there is no other requirement for the facilities so constructed;
2. of a type other than that which the Company would normally utilize in the furnishing of its services;
3. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
4. where facilities are requested in a quantity greater than that which the Company would normally construct;
5. where installation is on an expedited basis;
6. on a temporary basis until permanent facilities are available;
7. installation involving abnormal costs; or
8. in advance of its normal construction schedules.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.9 Special Construction (Cont'd)

B. Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- 1. nonrecurring type charges;
- 2. recurring type charges;
- 3. termination liabilities; or
- 4. combinations thereof.

C. Basis for Cost Computation

- 1. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - a. equipment and materials provided or used,
  - b. engineering, labor and supervision,
  - c. transportation, and
  - d. rights of way;
- 2. cost of maintenance;
- 3. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 5. license preparation, processing and related fees;
- 6. tariff preparation, processing and related fees;
- 7. any other identifiable costs related to the facilities provided; or
- 8. an amount for return and contingencies.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.9 Special Construction (Cont'd)

- D. 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.

2.1.10 Ownership of Facilities

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

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

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 tariff,
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer 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 2.3.1.0 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 be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- 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 anytime 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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By: Mr. Calvin Craib  
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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 where the call detail is insufficient to reasonably determine the appropriate jurisdiction of the traffic.

- A. Originating Access: Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis. If no PIU for originating minutes is submitted as specified herein, the default PIU will be based on the average of the customer's actual PIUs for the prior 3 months.
- B. Terminating Access: Terminating access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis. If no PIU for originating minutes is submitted as specified herein, the default PIU will be based on the average of the customer's actual PIUs for the prior 3 months.
- 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.

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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)

- D. Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall 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 the Access Service Request.
  
- 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.

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, at its own expense, has the right to retain an independent auditing firm.

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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)

F. Traffic Measurement and Identification

Pursuant to rule 4901:1-7-12 (B)(1), all telephone companies, including CMRS providers, exchanging reciprocal compensation traffic and switched access traffic shall measure minutes-of-use for compensation purposes if technically and economically feasible, unless they mutually agree to a different arrangement in an interconnection agreement. However, telephone companies that are unable to measure traffic terminating on their network may use an allocation factor between the types of traffic in order to bill the originating telephone company. All telephone companies are required to maintain such records of traffic measurement, which will be subject to audits for validation of traffic jurisdiction upon request of the interconnecting telephone company.

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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.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.4 CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing 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.

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 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.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT ARRANGEMENTS

2.5.1 Payment for Service

A. 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. The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract.

B. 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.

2.5.2 Billing and Collection of Charges

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

B. 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.

C. 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.

D. 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 the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT ARRANGEMENTS (CONT'D)

2.5.2 Billing and Collection of Charges (Cont'd)

- E. A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.
- F. 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. The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Company does not receive notice of a dispute in writing within 90 days from receipt of the invoice, the invoice shall be considered correct, final, and binding on the Customer for all purposes and the Customer shall be deemed to have waived any right to dispute that invoice.
- G. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- H. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth above.
- I. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth above.
- J. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT ARRANGEMENTS (CONT'D)

2.5.2 Billing and Collection of Charges (Cont'd)

K. 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 E. Broad Street  
Columbus, Oh 43215-3793  
(614) 466-3292

L. In the event the Company incurs fees and 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.

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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

- A. Upon nonpayment of any regulated 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.
- 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 tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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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. 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 refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
- (b) 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
- (c) 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
- (d) 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

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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) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff 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 tariff, or
  - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices: or
  - III. 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;
- 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 tariff 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.
- H. 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.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT ARRANGEMENTS (CONT'D)

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.

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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 tariff 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 causing the failures resulting from the activities or negligence of LEC employees; (vi) inability to gain access to the LEC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

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

For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

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

A = outage time in hours (must be 8 or more)

B = total monthly recurring charge for affected service.

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SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.6 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

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 tariff 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,
- H. No credits will be provided for usage sensitive services.

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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 The Customer shall designate on the Service Order, or equivalent, 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.

2.8.2 The Company shall designate on the Service Order, or equivalent, 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.

2.8.3 All notices or other communications required to be given pursuant to this tariff 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.

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

2.9 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 as set forth below.

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 tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

In the absence of an ASR as described in Section 3.2, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

3.2 ACCESS ORDER

Customers 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.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

3.2.1 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:

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D)

3.2 ACCESS ORDER (CONT'D)

3.2.1 Access Service Date Intervals (Cont'd)

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 for a Customer which is On-Net and at locations 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
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.

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D)

3.2 ACCESS ORDER (CONT'D)

3.2.2 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, in its sole discretion, may accept a verbal modification from the Customer, however, the modification will still be expressed in writing within seven days after acceptance of the verbal modification. 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.

3.2.3 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.
- B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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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).

Two types of Feature Group Access are available:

- A. Tandem Connect Access: This option applies when the customer has no direct facilities to the Company. All traffic is routed to and from the Company's end office via the access tandem. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described herein.
- B. Direct Connect Access: The Company will provide facilities between the Customer's premises and a Company end office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access. Direct Connect Access is provided on an Individual Case Basis as a Special Service Arrangement pursuant to Section 7 of this tariff.

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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. It is the Customer's responsibility to provide the Company with a usage demand estimate for the first 3 months of service. This demand estimate should be included with the access order information.

4.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating 101XXXX FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

4.2.4 Originating 101XXXX FG Access

The access code for FG Access switching is a uniform access code of the form 101XXXX. 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. Originating 101XXXX FG Access rates also apply where service is accessed via "1+" where presubscription is available.

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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 + )0()0( 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-OXXX or 950-1)0(X access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 10 1X)0(X access codes.

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SECTION 4 - SWITCHED ACCESS SERVICE (CONT'D)

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.

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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.

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SECTION 5 - SWITCHED ACCESS RATES (CONT'D)

5.2 RATE CATEGORIES

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

End Office Switching (includes Common Line and Switched Transport)

Toll-Free 8XX Data Base Access Service

Optional Features

5.2.1 End Office Switching

A. Common Line

The Common Line component is related to the use of Company-provided end user common lines by customers and end users for intrastate access.

B. Switched Transport

The Switched Transport component is related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport component also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.

1. Direct-Trunked Transport (DS1)

The Direct Transport Channel Mileage Termination rate element provides for the termination of the interoffice facility at each end of the Direct Transport Service.

The Direct Transport Channel Mileage rate element provides for the interoffice transmission facilities between the customer designated offices specified above. The channel mileage charges apply per mile of interoffice transport.

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SECTION 5 - SWITCHED ACCESS RATES (CONT'D)

5.2 RATE CATEGORIES (CONT'D)

5.2.1 End Office Switching (Cont'd)

B. Switched Transport (Cont' d)

1. Direct-Trunked Transport (D S1) (Cont' d)

a. Dedicated Tandem Trunk Port

A Dedicated Tandem Trunk Port is provided for all facilities terminated on the serving wire center side of the access tandem when the customer has requested tandem routing. The Dedicated Tandem Trunk Port rate is assessed monthly on a per LT-1 (1.544 Mbps) basis.

b. Dedicated Trunk Port

The Dedicated Trunk Port provides for termination of direct facilities used by a single customer in an end office trunk port where traffic is transported between the serving wire center or the hub, and the end office. This rate is assessed for all Feature Group services on a per LT-1 (1.544 Mbps) basis.

2. Tandem Switched Transport

Tandem Switched Transport is composed of the following usage sensitive rate elements:

The Tandem Switched Transport - Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.

The 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

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.

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SECTION 5 - SWITCHED ACCESS RATES (CONT'D)

5.2 RATE CATEGORIES (CONT'D)

5.2.1 End Office Switching (Cont'd)

B. Switched Transport (Cont' d)

3. Common Multiplexing

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 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

C. End Office Switching

The End Office Switching component is related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

1. Local Switching

The Local Switching rate element provides for (1) local end office switching, i.e., the common switching functions associated with the various Switched Access Service arrangements and (2) intercept functions, i.e., the termination of certain calls at a Company intercept operator or recording.

2. Common Trunk Port

The Common Trunk Port 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 Common Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access. This rate will also be assessed on all minutes of use originating or terminating at a RSS/RSM.

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SECTION 5 - SWITCHED ACCESS RATES (CONT'D)

5.2 RATE CATEGORIES (CONT'D)

5.2.1 End Office Switching (Cont'd)

C. End Office Switching (Cont'd)

3. Host-Remote Transport

The Host-Remote Termination Rate is assessed to all switched minutes transported between the Host office and a RSM or RSS. Host Remote rates apply to all Feature Groups used to connect to the Host office.

The Host-Remote Facility rate applies on a per minute per mile basis to all switched access minutes transported between the Host office and a RSM or RSS, regardless of the type of Switched Transport service the customer uses to connect to the Host office

5.2.2 Toll-Free 8XX Data Base Access Service

Toll-Free 8XX 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).

5.2.3 Switched Access Optional Features

Various optional features may be available and will be priced on an individual case basis. All optional features contracts will be filed with the Public Utilities Commission of Ohio.

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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

5.4.1 Service Orders\*

Nonrecurring Charge  
Per Line or Trunk

- (A) Service Implementation
  - (1) Installation
  - (2) Access Order Charge
- (B) Service Date Change
- (C) Design Change
- (D) Service Cancellation
- (E) Special Order Charge

\*MCC Telephony of the Midwest, LLC, in the territory served by Verizon, is mirroring the switched access rates of Verizon as they are now set forth in Verizon North, Inc.'s P.U.C.O. Tariff No. 2 which concurs in Verizon Telephone Companies FCC Tariff No. 14, and as they may be subsequently revised, added to or supplemented.

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SECTION 5 - SWITCHED ACCESS RATES (CONT'D)

5.4 RATES AND CHARGES (CONT'D)

5.4.2 Common Line\*

Carrier Common Line Charge

Originating, per Minute

Carrier Common Line Charge

Terminating, per Minute

5.4.3 Switched Transport\*

A. Entrance Facility

Nonrecurring                      Monthly  
Charge                      Recurring Charge

First D S1  
Additional DS1s

B. Direct-Trunked Transport

1. Direct Transport

Nonrecurring                      Monthly  
Charge                      Recurring Charge

Per DS1 (per termination)  
- First DS1  
- Additional DS1s  
Per DS1, per Mile

2. Dedicated Trunk Port

Monthly  
Recurring Charge

Per DS1 Port

\_\_\_\_\_  
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SECTION 5 - SWITCHED ACCESS RATES (CONT'D)

5.4 RATES AND CHARGES (CONT'D)

5.4.3 Switched Transport (Cont'd)\*

C. Common Transport\*

- 1. Installation
  - First Trunk
  - Additional Trunks
- 2. Tandem Switched Transport – Termination, per Minute
- 3. Tandem Switched Transport Facility, per Mile
- 4. Tandem Switching Per Minute
- 5. Common Multiplexing Per Minute

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SECTION 5 - SWITCHED ACCESS RATES (CONT'D)

5.4 RATES AND CHARGES (CONT'D)

5.4.4 End Office Switching\*

- A. Local Switching, per Minute
  - All Zones Usage Charge
- B. Common Trunk Port
  - All Zones Usage Charge
- C. Host-Remote Transport
  - All Zones Usage Charge
  - 1. Host-Remote Termination, per Minute
  - 2. Host-Remote Facility, per Minute, per Mile
  - 3. Common Trunk Port, per Minute

5.4.5 Toll-Free 8XX Data Base Query\*

Per Query

5.4.6 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB). ICB arrangements are subject to Commission review. All optional features contracts will be filed with the Public Utilities Commission of Ohio.

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SECTION 6 - MISCELLANEOUS CHARGES

6.1 INTRALATA PIC CHANGE CHARGE

IntraLATA Presubscription Change Charge, per line:

Manual PIC Change: \$5.50

Electronic PIC Change: \$1.25

When the interLATA and intraLATA PICs are changed simultaneously, 50% of the intraLATA PIC Change Charge will be waived.

6.2 UNAUTHORIZED PIC CHANGE

If an IC requests a Primary Interexchange Carrier (PIC) change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment. The IC will be billed a charge as set forth below for the unauthorized PIC change.

Unauthorized PIC Change \$18.00

6.3 EXPEDITED PIC SWITCHBACK SERVICE

This service provides an expedited method of handling a disputed PIC change on behalf of the end user or its authorized agent.

If the change has occurred within the past 90 days, the end user or its authorized agent will be credited the PIC change charge assessed for the disputed change in PIC, and will be immediately switched back to the former PIC at no charge to the end user. The PIC Switchback Charge as set forth below will apply to the IC that requested the PIC Switchback to expedite the switchback to the end user's or its authorized agent's former PIC. This charge is applied in addition to the PIC change charge set forth in this Section.

Expedited PIC Switchback \$10.00

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SECTION 6 - MISCELLANEOUS CHARGES (CONT'D)

6.3 LOCAL NUMBER PORTABILITY (LNP)

Local Number Portability (LNP) allows, where facilities permit: (1) a local exchange telephone service customer to maintain the same Directory Number (DN) when changing from one telecommunications service provider to another while remaining at the same location; and (2) callers to complete calls to numbers that have been ported. This capability has been activated on a switch specific basis as specified in the Local Exchange Routing Guide (LERG) and/or the National Exchange Carrier Association Inc., F.C.C. No. 4. Tariff

6.3.1 Local Number Portability Query Description

- A. LNP Query (LNPQ) is an advanced intelligent network capability which utilizes the common channel signaling network to query a database to secure network routing instructions before completion of a call. This database contains the Location Routing Number (LRN) that identifies the switch of the Local Service Provider that serves a customer with a ported DN. The LRN is used to direct the call to the correct network switching element for completion to the end user customer. Where more than one network is involved in completing the call, the network prior to the termination (i.e., the N-1 Network) is normally responsible for querying a LNP database to secure the LRN which is then used in routing the call. In some network arrangements, a third-party's tandem may be interposed between the N-1 carrier and the terminating network.
- B. Where the carrier does not perform a database query, and delivers a call directly to a switch in the Company's network for a NXX designated as a number portable code in the Local Exchange Routing Guide and National Exchange Carrier Association Inc. F.C.C. No. 4, the Company may perform a query for the carrier delivering the call to the Company and bill that carrier a LNP Query charge as described herein.
- C. When the Company is the first point of switching for terminating traffic to another local exchange carrier (e.g., a Company tandem switch), the Company will perform the query on behalf of the carrier delivering the call to the Company and bill that carrier a LNP Query charge as shown herein.

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SECTION 6 - MISCELLANEOUS CHARGES (CONT'D)

6.3 LOCAL NUMBER PORTABILITY (LNP) (CONT'D)

6.3.2 Local Number Portability Query Arrangements

- A. There are two arrangements of LNPQ available through the Company's network:

LNP Query-Tandem

LNP Query-End Office

- B. Following is a detailed description of the available service application.

1. When the Company performs a query on behalf of a carrier delivering the call to the Company, the Company's end office or tandem switch will suspend call processing, formulate and launch a query via the common channel signaling network to a LNP database to obtain information necessary to route calls to numbers in portable NXX codes. When the necessary routing information has been returned from the LNP database to the switch originating the query, call processing is resumed and the call is routed to the correct network switching element for completion to the called party.
2. When a Company tandem switch performs the query on behalf of a carrier, a LNP Query-Tandem charge is applied whenever the call is to a NXX designated as a number portable code in the Local Exchange Routing Guide and/or National Exchange Carrier Association Inc. F.C.C. No. 4. Tariff.
3. When a Company end office switch performs the query on behalf of a carrier, a LNP Query-End Office charge will apply when the called Directory Number has ported out of the Company switch.

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SECTION 6 - MISCELLANEOUS CHARGES (CONT'D)

6.3 LOCAL NUMBER PORTABILITY (LNP) (CONT'D)

6.3.3 Limitations

LNP is used on a call-by-call basis only for routing calls to number portable NXX codes, and cannot be used for purposes other than those described herein unless expressly authorized in writing by the Company.

6.3.4 Local Number Portability Network Management

The Company will administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Company's network services. The Company maintains the right to apply automated or manual protective controls which would generally be applied as a result of occurrences such as failure or overload of Company facilities, customer facilities, or other networks, natural disasters, mass calling, or national security demands.

6.3.5 LNPQ Rate Regulations

The rates and charges associated with LNPQ will be billed monthly, based on recorded usage. For billing purposes, each month is considered to have thirty (30) days.

A. LNPQ Rate Elements

The LNP Query rate element provides for the identification of the Location Routing Number information associated with the directory number including transport of the query to and from the database. This charge is assessed, regardless of the outcome of the query, at either a Tandem or End Office rate depending on where the query was launched.

1. LNP Query-Tandem query charges are assessed for each non-queried call delivered by a carrier to the Company Tandem to for any NXX designated as a number portable code in the Local Exchange Routing Guide and/or National Exchange Carrier Association F.C.C. No. 4. Tariff. This charge is also assessed when a carrier delivers calls to other LECs through a Company Tandem.
2. LNP Query-End Office query charges are assessed to each non-queried call delivered to the Company by a carrier destined to a Directory Number that has been ported out of a Company end office switch, and the end office switch performs the query.

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SECTION 6 - MISCELLANEOUS CHARGES (CONT'D)

6.3 LOCAL NUMBER PORTABILITY (LNP) (CONT'D)

6.3.5 LNPQ Rate Regulations (Cont'd)

B. LNPQ Rates\*

LNP Query-Tandem (per query)

LNP Query-End Office (per query)

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\*MCC Telephony of the Midwest, LLC, in the territory served by Verizon, is mirroring the switched access rates of Verizon as they are now set forth in Verizon North, Inc.'s P.U.C.O. Tariff No. 2 which concurs in Verizon Telephone Companies FCC Tariff No. 14, and as they may be subsequently revised, added to or supplemented.

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SECTION 6 - MISCELLANEOUS CHARGES (CONT'D)

6.4 BILLING NAME AND ADDRESS (BNA) SERVICE

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 Carrier Customer to bill its telephone communications service to its End-User Customers 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 Carrier Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service, which allows Carrier Customers to submit the End-User's ten-digit ANI for returned End-User BNA, is provided on both a manual and automated basis. On a manual basis, the BNA information may be requested by a written request (*i.e.*, facsimile or electronic mail). On an automated basis, the Carrier Customer-initiated request for information is available through electronic data transmission. The Company, upon receipt of the Carrier Customer's request, will process the ANI. If the BNA information is available within the Company's billing records, the Company will produce a report of the associated BNA information in either a paper or electronic data transmission media.

BNA information is furnished for 10XXX or 101 XXXX dialing, collect, bill to third number and messages charged to a calling card that is resident in the Company's data base.

6.4.1 Undertaking of The Company

6.4.1.A The Company will respond within ten (10) business days of receipt of a Carrier Customer's manual request for End-User BNA information. The Company will respond to all automated BNA requests within five (5) business days of receipt.

6.4.1.B 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.

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SECTION 6 - MISCELLANEOUS CHARGES (CONT'D)

6.4 BILLING NAME AND ADDRESS (BNA) SERVICE (cont)

6.4.1 Undertaking of The Company (cont)

6.4.1.C The Company shall use reasonable efforts to provide accurate and complete BNA information. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information.

6.4.2 Obligations of the Carrier Customer

6.4.2.A With each order for BNA Service, the Carrier Customer shall identify the authorized individual and address to receive the BNA information.

6.4.2.B The Carrier Customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" 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 Carrier Customer personnel or agents with a need to know the information.

6.4.2.C The Carrier Customer shall not publicize or represent to others that the Company jointly participates with the Carrier Customer in the development of the Carrier Customer's End-User records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.

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SECTION 6 - MISCELLANEOUS CHARGES (CONT'D)

6,4 BILLING NAME AND ADDRESS (BNA) SERVICE (cont)

6.4.3 BNA Service Rates

The BNA Service Account Establishment Charge and the Record Transmission Charge apply to BNA Service. When a Carrier Customer cancels an order for BNA Service after the order date, the BNA Service Account Establishment Charge (if applicable) and the Record Transmission Charge will apply.

6..4.3.A BNA Service Account Establishment Charge

The BNA Service Account Establishment Charge applies for the initial establishment of BNA Service on a manual basis.

Non-recurring charge: **\$500.00**

6.4.3.B The BNA Record Transmission Charge

The BNA Record Transmission Charge is a usage rate which applies on a per record ("ANI") basis. Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records transmitted and report pages processed. The Company then will bill the Carrier Customer in accordance with these record counts, whether or not the Company was able to provide BNA information for all BNA records. Each record/message is subject to the BNA Record Transmission Charge, regardless of whether the requested telephone number is available. The Record Transmission Charge is applied on a manual basis.

BNA Facsimile Service:  
Per BNA record: **\$1.00**

BNA Electronic Mail Service:  
Per BNA record: **\$1.00**

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SECTION 7 - SPECIAL ARRANGEMENTS

7.1 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically tariffed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB arrangements are subject to Commission review. Upon execution, all ICB arrangements will be filed with the Public Utilities Commission of Ohio for review and approval.

7.2 CONTRACTS

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract. Upon execution, all contracts will be filed with the Public Utilities Commission of Ohio for approval.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

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**EXHIBIT 18**  
(Supplement)

List of Detariffed Services

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MCC Telephony of the Midwest, LLC  
Proposed Ohio Intrastate Service Guide

**MCC TELEPHONY OF THE MIDWEST, LLC**  
**100 Crystal Run Road**  
**Middletown, New York 10941**  
**845-695-2600**

This Service Guide sets forth the service offerings, rates, terms and conditions applicable to the furnishing of detariffed regulated intrastate voice and data communications services by MCC Telephony of the Midwest, LLC, (hereinafter “Company”) with principal offices at 100 Crystal Run Road, Middletown, New York 10941, This Service Guide applies to services furnished in the State of Ohio. Copies of this Guide may be obtained from and/or inspected at Company’s principal place of business, during normal business hours.

This Service Guide contains Tier 2 Business Services that have been detariffed under Docket No. 06-1345-TP-ORD by the Public Utilities Commission of Ohio.

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APPLICATION OF SERVICE GUIDE

This Service Guide (“Guide”) contains the regulations and rates applicable to the furnishing of regulated detariffed local exchange and interexchange telecommunications services to Ohio customers by MCC Telephony of the Midwest, LLC (hereinafter referred to as the “Company”) between various locations in the State of Ohio. The Company may also offer its services under or otherwise require a subscriber agreement with additional terms not inconsistent with those herein.

The regulations governing the provision and use of services offered under this Guide are set forth in Section 2. Service descriptions and rates are set forth in Sections 3, 4 and 5.

Descriptions and rates for regulated service offerings which have not been detariffed are found in the Company’s Tariff which is on file with the Public Utilities Commission of Ohio and available from the Company at the address listed in this Guide.

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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## 1. TECHNICAL TERMS AND ABBREVIATIONS

### 1.1 Use of Terms

Capitalized terms defined in the Guide have the meanings so defined. Other terms used in the Guide, whether capitalized or not, have the meanings either ascribed to them in Ohio statutes and regulations or (if not defined therein) their customary meanings as used in the telecommunications or information industry. Unless the context indicates otherwise, section and exhibit references, as well as the terms “hereunder”, “herein”, “hereto” or similar references, refer to this Guide. Headings used in this Guide are for reference purposes only, and are not to be deemed a part of this Guide. Pronouns used in the Guide are to be construed as masculine, feminine, or neuter, and both singular and plural, as the context may require, and the term “person” includes an individual, corporation, limited liability company, association, partnership, limited partnership, limited liability partnership, trust, and other organization. The term “affiliate” means any person controlling, controlled by, or under common control with another person and “control”, for purposes of this definition, means the power to vote ten percent of more of the equity securities or comparable interests (or to manage the affairs) of the controlled person. The word “include” and derivations thereof are not to be construed as terms of limitation.

### 1.2 Definitions. Certain terms used throughout this Guide are defined below.

#### Carrier

“Carrier” means a Local Exchange Carrier or other communications carrier authorized by the Commission or the FCC to provide communications service to the public.

#### Commission

“Commission” means the Public Utilities Commission of Ohio.

#### Credit(s)

“Credit(s)” has the meaning set forth in Section 2.22 hereof.

#### Credit Allowances

“Credit Allowances” has the meaning set forth in Section 2.22 hereof.

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1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.2 Definitions (cont.)

Customer

“Customer” means the person, firm, or other entity that, pursuant to a Service Order, orders Service(s) or is liable for charges under this Guide. The person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service.

FCC

“FCC” means the Federal Communications Commission.

Governmental Authority

“Governmental Authority” means any judicial, administrative, or other federal, state or municipal governmental authority (including the Commission and the FCC) having jurisdiction over the Company or over the provision of Services hereunder.

Holidays

“Holidays” mean all Company-specified holidays: New Year’s Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Interruption

“Interruption” means the disruption of Service such that the Service becomes unusable by User.

Local Calling

“Local Calling” means a completed call between two or more customers that does not require a customer to pay a separate toll or where the Company is not required to pay any other carrier an access charge, or both depending on the context in which the term is used herein.

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1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.2 Definitions (cont.)

Monthly Recurring Charge (MRC)

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

Nonrecurring Charge (NRC)

A one-time charge made under certain conditions to recover all or a portion of the cost of providing Service(s) or features or installing facilities.

Ohio Service Area

The Company's Ohio Service Area is the geographic area within which Company offers the services covered by this Guide, subject to any and all additional limitations in this Guide or applicable law or agreement with a Customer

Other Providers

"Other Providers" means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including those set forth in this Guide), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Guide.

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1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.2 Definitions (cont.)

Scheduled Interruption

“Scheduled Interruption” means an Interruption that has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

“Service(s)” means the Company’s voice and data communication service(s) provided under this Guide.

Service Guide

“Service Guide” is a compilation of rates, terms and conditions for detariffed regulated intrastate telecommunications services offered by the Company in the State of Ohio.

Service Commencement Date

“Service Commencement Date” means either (i) the date on which the Company notifies the Customer that the requested Service is available for use; (ii) in the event Customer lawfully refuses to accept such Service, the date (if any) of Customer’s acceptance of such Service; or (iii) another, mutually agreed upon date.

Service Order

“Service Order” means, as applicable, (i) a contract between the Company and Customer; or (ii) a Company designated form used from time to time by Customer for purposes of ordering and accepting Services hereunder.

Tariff

“Tariff” is a compilation of terms and conditions for regulated intrastate telecommunications services offered by the Company in Ohio which have not been detariffed pursuant to order of the Commission.

Termination (or to Terminate)

“Termination” means discontinuance of Services, either at Customer’s request or by the Company.

User

“User” means a person who is authorized by the Customer to use Service under this Guide.

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## 2. RULES AND REGULATIONS

This Guide addresses the provision of business voice and data services by the Company. The Services described in Sections 3 and 5 of this Guide may be provided to Customers by the Company through the use of its own facilities or through interconnection with, resale of services from, or any other applicable agreement with Other Provider(s).

### 2.1 Undertaking of the Company

- 2.1.1 Scope of Service. The Company's voice and data service herein is offered solely within Company's Ohio Service Area and, as applicable, solely where necessary facilities are available. 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 other cause beyond the Company's control.
- 2.1.2 Obligation to Provide Service. The Company shall exercise reasonable efforts to provide Services to Users pursuant to the terms and conditions of this Guide. The Company shall exercise reasonable efforts to make such Services available for Users' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require.
- 2.1.3 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) authority of Company and any necessary providers to conduct business or construct facilities in the appropriate location to meet the service order; (iii) the provision of Services to the Company by an Other Provider; (iv) interconnection to Other Providers' services or facilities as required; and (v) Customer's full compliance with any Company application, Service Order, or agreement requirements as well as any applicable deposits, advance payments or any applicable approval of the Customer's credit. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the services or facilities furnished by it.

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2. RULES AND REGULATIONS (cont.)

2.1 Undertaking of the Company (cont.)

2.1.4 Right to Discontinue or Block Services. Discontinuance or blocking of services will be done in compliance with the Minimum Telephone Service Standards (MTSS) as codified in chapter 4901:1-5 of the Ohio Administrative Code (OAC).

2.2 Responsibility and Use

2.2.1 To obtain service Customer is required to comply in full with any application process reasonably established by Company. This may include, but is not limited to, the execution of a service order or customer agreement, submission of an advance payment in some or all circumstances, and submitting to a credit check or other verification of ability to pay for services. Refusal to comply with or complete any of these, or a credit check result which is not satisfactory in the sole discretion of the Company, may result in denial of service. Specifically, the Company may refuse Service to a potential Customer who has an outstanding past-due debt on any other prior or existing account with the Company or with any of its affiliates and who is unwilling to make acceptable arrangements for payment of that debt.

2.2.2 Customer or User may use services for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms, conditions, and limitations set forth herein and in any applicable Service Order. Customer is solely responsible for prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited.

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2. RULES AND REGULATIONS (cont.)

- 2.2.3 In using Services, Customer must comply with all applicable federal, state, local and international laws, regulations and other governmental requirements. Customer and any User may not use Service to directly or indirectly violate any such law, regulation or requirement, or violate the legal rights of another person, including but not limited to, laws concerning misappropriation of the funds or property of any person; violation of any person's privacy rights; threatening, harassing, or intimidating any person or creating any nuisance; libel; slander; infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property; the transmission of any indecent, obscene, or otherwise unlawful content.
- 2.2.4 The Customer has no property right in the telephone number or in any other call number designation associated with or used in connection with the Company's Services. The Company may change any such numbers or designation assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business, subject to any restrictions in state or federal law.

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2. RULES AND REGULATIONS (cont.)

2.2.5 The Customer shall be responsible for, unless otherwise specifically negotiated by the Customer and the Company:

- (a) payment of all charges for services in accordance with this Guide.
- (b) reasonable care for the equipment of Company on the Customer's premises;
- (c) without cost to Company, the power required to operate Company's equipment installed on the premises of the Customer;
- (d) space, heating and cooling, conduit, electrical wiring and power outlets for safe operation of Company's equipment located on the premises of the Customer.
- (e) access to the Customer's premises for tests and inspection of services and/or maintenance of Company's equipment at a time agreeable to both the Company and the Customer. No credit allowance will be made for the period during which the service may be interrupted for such purposes;
- (f) 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.
- (g) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of facilities and equipment used to provide Services to the Customer from the property line to the location of the equipment space. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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**2. RULES AND REGULATIONS (cont.)**

- (h) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;
  - (i) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.
- 2.2.6 The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Company Facilities.
- 2.2.7 The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection unless otherwise specifically negotiated by the Customer and the Company.
- 2.2.8 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

**2.3 Transmission**

The Services are suitable for the transmission of voice and data communications only to the limited extent set forth herein.

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2. RULES AND REGULATIONS (cont.)

2.4 Equipment

- 2.4.1 Customer-provided CPE (including telephones, facsimile machines, and other terminal attachments) is solely the responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing customer-provided CPE, including responsibility for any damages caused to Company CPE or facilities.
- 2.4.2 Except as otherwise agreed to by Company and Customer, the Customer is responsible for ensuring that all attached customer-provided CPE conforms to the FCC's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where customer-provided CPE fails to conform to such regulations. 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 including the suspension of service.
- 2.4.3 The Customer will be responsible for payment of service charges at the Company's standard hourly rates in effect at the time for visits by any Company personnel, contractors, agents or personnel of Company Affiliates to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

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## 2. RULES AND REGULATIONS (cont.)

### 2.4 Equipment (cont.)

2.4.4 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 written consent of the Company. The Company is not liable for damages, injury, or loss of service caused by actions in violation of this provision; should violation of this provision cause damage or loss to Company, Customer will be liable for such damage or loss.

2.4.5 Title to all facilities provided in conjunction with this Guide remains with the Company, its Affiliates, or its vendors. Customer is responsible for ensuring that no liens or encumbrances are placed on such equipment or facilities. The Customer shall not have, nor shall it assert any right, title or interest in, any facilities and equipment provided by the Company hereunder. Equipment furnished by Company shall be returned to Company whenever requested, within a reasonable period following the request, in good order subject to normal wear and tear.

### 2.5 Customer Premises

Customer shall provide, without cost to Company, any necessary access, space, conduit, and electric power required to deliver Services at User's premises. The Customer shall arrange for the Company, or Other Providers as required, to have access to User's premises at all reasonable times for purposes of Service installation, Termination, maintenance, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the gross negligence or willful misconduct of the Company, its employees, subcontractors or agents. Customer shall keep said equipment and facilities free and clear of all liens and encumbrances whatsoever. Upon Termination, Customer shall permit the Company to remove all of its facilities and equipment from (and shall arrange for the Company to have access to) any and all User premises where they are located, which equipment and facilities are not to be deemed abandoned.

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## 2. RULES AND REGULATIONS (cont.)

### 2.6 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actual incurred labor, material or other costs for such non-routine installation or maintenance.

#### 2.6.1 Customer Charges for Extensions of the Company's Facilities

If a potential Customer requests Service in a location where facilities are not yet available, Company, at its option, may provide such service if the Customer agrees to share in the capital cost for any required special construction. Charges for new facilities construction are not in lieu of, and Customer remains responsible for, all customary installation charges as provided in Sections 4 and 5. Extensions under this paragraph are available only where Company has legal authority and the technical feasibility to construct facilities and provide services.

### 2.7 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including the provisions of this Guide); (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities; (iii) to prevent fraudulent use of or access to the Services; or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder. If a customer's service must be interrupted due to maintenance, the Company will notify the affected customer base in advance if possible via a website prescribed for scheduled outage messages.

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## 2. RULES AND REGULATIONS (cont.)

### 2.8 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered from a Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefore set forth in the Service Order or in this Guide.

### 2.9 Service Order Cancellation

Except as otherwise set forth herein, Customers who cancel a Service Order prior to Service installation (including cancellation of special construction or Services provided on an individual case basis) will pay the Company's reasonably incurred, actual expenses associated with such cancellation.

### 2.10 Billing and Payments

Billing, billing adjustments, and payments will be done in compliance with the Minimum Telephone Service Standards (MTSS) as codified in chapter 4901:1-5 of the Ohio Administrative Code (OAC).

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2. RULES AND REGULATIONS (cont.)

2.11 Late Payment Charge

A charge of five dollars (\$5.00) will be applied to Customer's invoices for regulated Services if (i) the previous month's invoice has not been paid in full by the billing date of the next invoice; and (ii) the balance due is greater than twenty dollars (\$20.00). The amount of the Late Payment Charge will be indicated on the Customer's bill when rendered. This charge shall not be applied to any portion of the bill that is disputed or to previous unpaid late payment fees.

2.12 Deposits

2.12.1 To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the financial condition of the Customer is not acceptable to the Company or is not a matter of general knowledge. Company shall be liable for interest on deposits held for more than ninety days, consistent with state law.

2.12.2 The deposit shall be not more in amount than the estimated charge for two (2) months of Service or the total combined amount of the Customer's prior two monthly bills, if applicable, whichever is greater.

2.12.3 No written notice is required to be given of a deposit required as a prerequisite for commencing initial service. Written notice shall be mailed advising the Customer of any new or additional deposit requirement.

2.12.4 A deposit does not relieve the Customer of responsibility for prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.

2.12.5 A Customer who fails to comply with the deposit requirements may be disconnected under the provisions of the written notice as stated in this Guide.

2.12.6 Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest pursuant to the annual rate set by the Commission, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

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2. RULES AND REGULATIONS (cont.)

2.13 Returned Check Charge

In the event that a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn, the Customer will be charged a fee of \$25.00. The Company may waive the Returned Check Charge under appropriate circumstances.

2.14 Reconnection and Reconnection Fee

After the Company has Terminated the Services to a User for any reason allowed by this Guide, the Company shall restore any Terminated Service upon Customer request and in accordance with Commission Regulation, including but not limited to the right of the Company to charge the Customer a reconnection fee of twenty dollars (\$20.00) plus any applicable charges for a service trip, or the applicable statutory charge for reconnection of Service (if any), whichever is greater.

2.15 Taxes

The Customer is responsible for payment of any and all federal, state and local taxes or surcharges applicable to the Services, including any applicable municipal or rights-of-way fees, regulatory fees, charges or surcharges for regulatory mandates, excise taxes, sales taxes, and all other applicable fees and taxes unless otherwise exempted as a matter of law. All such taxes and surcharges will be billed by the Company as separate line items or categories on Customer's invoice and are not included in any rates set forth in this Guide except as indicated in Section 4 for certain optional, transactionally-priced products or services.

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2. RULES AND REGULATIONS (cont.)

2.16 Discontinuation and Suspension

Refusal or Disconnection of service will be done in compliance with the Minimum Telephone Service Standards (MTSS) as codified in chapter 4901:1-5 of the Ohio Administrative Code (OAC).

2.16.1 Termination By Customer. Except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Guide, the Customer may Terminate Service upon prior written notice or telephone call to the Company requesting that termination be scheduled.

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## 2. RULES AND REGULATIONS (cont.)

### 2.17 Complaint Procedures

A Customer may initiate a complaint with the Company on any matter by telephone, in writing or in person at any of the Company's offices. The Company's response to the complaint will generally be in the same format used by the Customer. The Company will respond to the complaint consistent with Commission Rules. The Customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager. A Customer who is still not satisfied should document the complaint with sufficient detail to investigate the complaint and send the complaint to:

Customer Service Department  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, NY 10941

The Company's supervisory personnel shall inform any Customer wishing to escalate a complaint that they are entitled to have the problem reviewed by the Commission, furnishing them with contact information as follows:

Mail Address:

Service Monitoring and Enforcement Department  
Public Utilities Commission of Ohio  
180 E. Broad Street  
Columbus, Ohio 43215-3793

Telephone: 1-800-686-7826 (toll-free)  
1-800-686-1570 TDD-TTY (toll-free)  
1-614-466-8180  
(8 a.m. to 5 p.m., Monday through Friday)

or visit [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

In the event that a Customer seeks Commission review of the complaint, the Company will cooperate with subsequent proceedings consistent with Commission Rules. In the case of a billing dispute which cannot be settled with mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

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**2. RULES AND REGULATIONS (cont.)****2.18 Limitation of Liability**

2.18.1 Except as caused by its willful misconduct or gross negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including reasonable attorney's fees) (i) brought or incurred by Customer, by any User, or by any other party in connection with the installation, cancellation, provision, preemption, termination, maintenance, repair or restoration of Service (including 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service); or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.22 hereof. Except as caused by its willful misconduct or gross negligence, the Company shall not be liable for the loss of privacy of any account or billing information collected, obtained, stored, or provided upon request by a person asserting a right to obtain such information, or for any damages resulting from the release, loss, or theft of same.

2.18.2 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, emotional, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including any 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service) provided hereunder.

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2. RULES AND REGULATIONS (cont.)

2.18 Limitation of Liability (cont.)

2.18.3 Except as caused by its willful misconduct or gross negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service), including the installation or removal of any facilities, equipment or wiring associated therewith. Except as otherwise agreed to by the Company, Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

2.18.4 The Company is providing service without respect to the volume, quantity, content or value of signals transmitted over the service. The payments provided to the Company are based solely on the value of the service, and are unrelated to the nature, content, volume or value of any signals or communications transmitted over the service. The Company is not liable for losses which may occur in cases of malfunction or non-function of the service or the Company's facilities, even if due to the Company's negligence or failure of performance, except as expressly provided herein.

2.18.5 Customer's sole remedy for Company's failure to install services is to cancel the Services without liability.

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2. RULES AND REGULATIONS (cont.)

2.18 Limitation of Liability (cont.)

2.18.6 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, or defects in transmission during the course of furnishing service shall in no event exceed an amount proportionate to the recurring charge to the Customer for the service during the period when such mistakes, omissions interruptions, delays, errors, or defects in transmission occurred.

2.18.7 The Company shall not be liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Guide.
- (c) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- (d) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Guide.

2.18.8 Any other provision of this Guide notwithstanding, in no event will the Company's liability under this Guide, including to the extent permitted by law its liability for willful misconduct or gross negligence, exceed the total amount of charges incurred by Customer for Services provided hereunder up to a maximum liability of One Thousand Dollars (\$1,000).

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2. RULES AND REGULATIONS (cont.)

2.18 Limitation of Liability (cont.)

2.18.9 The remedy of the Customer with respect to the provision of service by the Company shall be limited to that expressly provided under this Guide to the exclusion of any and all other remedies. No agreement varying or extending such warranties, the remedies expressly provided, or these limitations, will be binding upon the Company unless in writing and signed by the Company and the Customer.

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

2.19 Disclaimer

2.19.1 The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure; (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Guide or with the Services; or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

2.19.2 The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, 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 such equipment so used; provided however that the Customer shall not indemnify and hold Company harmless against any loss or injury caused solely by the affirmative negligent acts of Company.

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2. RULES AND REGULATIONS (cont.)

2.19 Disclaimer (cont.)

**THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.**

2.20 Indemnification

The Customer shall defend, indemnify, and hold the Company (together with its officers, directors, employees, agents and sub-contractors) harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including reasonable attorney's fees, ("Claims") resulting from any alleged cause including but not limited to: injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss, damage or other alleged harm was proximately caused by (i) any act or omission on the part of the Customer, its agents, employees, subcontractors or assignees, in connection with use of the Services; or (ii) any of the circumstances described in Section 2.21 below. The Company will exercise reasonable efforts to notify the Customer promptly of written claims or demands for which the Customer is responsible hereunder. The Company and the Customer shall cooperate with one another (at their own expense) in the course of such indemnification, and the Customer will have the right to control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such Claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability whatsoever to the Company. The Company will have the right to assume its own defense and settlement of any Claim upon notice to Customer, whereupon Customer will be relieved of its indemnification obligations with respect to that Claim (but not with regard to any other Claim).

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2. RULES AND REGULATIONS (cont.)

2.21 Unlawful Use of Services

The uses or activities in subparagraphs 1-5 below are considered unlawful uses of the Services, and, in compliance with the Minimum Telephone Service Standards (MTSS) as codified in chapter 4901:1-5 of the Ohio Administrative Code (OAC), Company may, upon good faith belief that any such uses are occurring from Customer's premises, on Customer's account, or by Customer or any User, suspend Customer's account without incurring any liability to Customer or User. Customer's defense and indemnification obligations set forth in Section 2.20 foregoing also include Claims arising from or in connection with:

- 2.21.1 libel, slander, harassment, or invasion of privacy resulting from the use of the Services by Customer, any User, or any other person;
- 2.21.2 infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property right of any third party arising from: (i) the transmission of any material transmitted (a) by any Customer or User or (b) by any other person using the Services provided to any Customer or User or to any Customer or User location; or (ii) the combination of Customer's or any User's use of Services with CPE or provided by any other Customer or User facilities or services;
- 2.21.3 the transmission of any indecent, obscene, or otherwise unlawful content by the Customer or any User of the Services;
- 2.21.4 use of the Services that interferes with, endangers or adversely affects the operations of the Company's network or Service, provided by the Company to any other person; and
- 2.21.5 any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Customer or any User.

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## 2. RULES AND REGULATIONS (cont.)

### 2.22 Credits and Credit Allowances

The Company follows credits and credit allowances procedures consistent with the Commission's rules, and highlights the following provisions:

2.22.1 Credits and credit allowances will be done in compliance with the Minimum Telephone Service Standards (MTSS) as codified in chapter 4901:1-5 of the Ohio Administrative Code (OAC).

2.22.2 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.22; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services.

### 2.23 Establishing Credit

The Company, in order to assure the payment of its charges for service, may require applicants and customers to establish and maintain credit. If the Company requires an applicant to establish and maintain credit, the Company will do so consistent with Commission requirements.

### 2.24 Access to Telephone Relay Service

Where required by Regulation, the Company will participate in telephone relay services, and will comply with all regulations and requirements related thereto.

### 2.25 Compliance

The Company and Customer shall (and Customer shall cause any Users to) comply with all applicable state regulations.

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2. RULES AND REGULATIONS (cont.)

2.26 Force Majeure

The Company is excused from its obligations hereunder (and from any Performance Failure in connection therewith) to the extent any alleged deficiency of performance is caused, directly or indirectly, by events beyond its reasonable control, including any and all Acts of God, fire, floods, hurricanes, other catastrophes; insurrections, national emergencies, terrorism, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, loss of other utility service or power supply to the User's premises or any portion of the Company's facilities, disconnection or unavailability of any Other Provider's facilities, capacity or services, acts of third parties which are (i) unrelated to Company or (ii) related to Company but acting beyond their scope of employment or agency, computer virus, hacking or other outside disruption, and any Regulation or other directive, action or request of any Governmental Authority having appropriate jurisdiction over the Company.

2.27 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.28 Governing Law

This Guide is to be governed by and construed in accordance with the rules and orders of the Public Utilities Commission of Ohio, the laws of the State of Ohio, and any applicable federal law(s).

2.29 Assignment

The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Guide to any affiliate or successor in interest. Customer may not assign its rights or delegate its obligations under this Guide (or under any Service Order) to any other person without the Company's prior written consent, which shall not be unreasonably withheld.

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2. RULES AND REGULATIONS (cont.)

2.30 No Third Party Beneficiary

This Guide does not create a beneficial interest for, or create any rights enforceable by, any persons (including, but not limited to, any user, other provider, vendor, etc.) other than Company or Customer.

2.31 Other Documents

References to other documents or instruments (including the Commission's rules, Company Service Orders, Acceptable Use Policies, etc.) refer to such documents or instruments as amended from time to time.

2.32 Severability

The provisions in this Guide are severable and, in the event any court or regulatory body finds any provision or provisions invalid, all other provisions remain in effect.

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### 3. DESCRIPTION OF SERVICES : BUSINESS SERVICE

#### 3.1 Basic Local Exchange Service

Basic Local Exchange Service enables a business end user customer, using the primary line serving its premises, to originate or receive voice communications within a local service area. This service includes the following elements:

- Local dial tone service
- Touch tone dialing capability
- Access to 9-1-1 services where this service is available
- Access to operator services and directory assistance
- Listing in a telephone directory and a copy of that directory
- “Per call” caller ID blocking capability
- Access to telecommunications relay service
- Access to toll presubscription, interexchange or toll providers or both, and the networks of other telecommunications companies

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3. DESCRIPTION OF SERVICES : BUSINESS SERVICE (cont.)

3.2 Standard Local Exchange Service Features

The Company's Basic Local Exchange Service includes the following features where technically feasible:

Anonymous Call Rejection (\* 77)

Anonymous Call Rejection is a service that allows a User to automatically stop certain calls from ringing Customer's phone.

Billed Number Screening (3<sup>rd</sup> Party/Collect Block)

If activated, Billed Number Screening blocks collect calls and/or third party billed calls to the User's telephone number. Callers are informed that such billing is unauthorized by the User and that another form of billing is required.

Call Forwarding (\* 72 )

Call Forwarding allows the User to direct incoming calls to the Customer's telephone number to be routed to a User-defined telephone number.

Call Waiting

Call Waiting is a service that audibly notifies with a special tone that a second caller is trying to reach the User.

Caller ID (name and number)

Caller ID name and number shows who is calling before the call is answered. The User's phone displays the name and telephone number of the User's incoming call. Caller ID compatible display screen or other compatible hardware required.

Caller ID for Call Waiting

Call Waiting ID works just like Caller ID name and number, but while a User are already on the phone.

Caller ID Per Call Blocking (\*67)

Caller ID Per Call Blocking allows the User to block Caller ID information from being displayed on the Caller ID display of the called party.

Cancel Call Waiting (\*70 )

Cancel Call Waiting is a feature that allows the User to cancel the Call Waiting feature.

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3. DESCRIPTION OF SERVICES : BUSINESS SERVICE (cont.)

3.2 Standard Local Exchange Service Features (cont)

Repeat Dial (\* 66)

Repeat Dial is a feature that will automatically check a busy number and, when the line is free, it will ring the Customer back and complete the call.

Return Call (\* 69)

Return Call is a feature that will automatically redial the number of the last person who called the Customer's number, whether anyone is able to answer the phone or not.

Speed Dialing 8

Speed Dialing 8 is a service that shortens up to eight (8) frequently called phone numbers to a single digit.

Three Way Calling

Three Way Calling is a service that permits a three-way conference call.

Call Forwarding Busy Line/No Answer

Call Forward Busy Line/No Answer redirects incoming calls to a previously established number only when your line is in use.

Customer Originated Trace (\*57)

Customer Originated Trace is a feature that allows the User to originate a trace. If the trace is successful, the results of the trace will be recorded by the Company and will be released to the appropriate law enforcement agency, provided the Customer has executed the proper authorization.

900/976 Call Blocking

900/976 Call Blocking will prevent 900/976 calls (pay calls) from being placed from the Customer's phone.

International Call Blocking

International Call Blocking will prevent International calls from being placed from the Customer's phone.

These services are not priced or offered separately. Additional features may be added as described in Section 3.3.

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3. DESCRIPTION OF SERVICES : BUSINESS SERVICE (cont.)

3.3 Optional Features and Services

Optional Features and Services are not included in Company's Basic Local Exchange Service but may be added by the Customer at rates specified in Section 4. These may only be obtained in conjunction with the purchase of Basic Local Exchange Service or an equivalent detariffed service package which includes local exchange service.

3.3.1 Operator Services and Directory Assistance

Operator Services and Directory Assistance are services that allow Users to place various types of Operator Assisted calls.

3.3.1.A Operator Services ("OS"): "Dial Zero" operator services:

Third Number Billed Calling: inbound and outbound operator assisted calling, in which the calling party identifies a third telephone number against which the call charges will be billed. The operator will validate that the owner of the third number agrees to pay for the call prior to the call being completed.

Collect Calling: Customer will have the ability to originate an outbound collect call. Customer will be able to accept an inbound collect call.

Person to Person: operator assisted calling, in which the calling party identifies by name the specific person that wish to speak with and the operator will get that specific person on the call prior to the call being completed.

3.3.1.B Directory Assistance ("DA"): Operator provided directory assistance look up of a listed phone number.

3.3.1.C Directory Assistance Call Complete ("DACC"): Operator provided directory assistance look up and call completion.

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3. DESCRIPTION OF SERVICES : BUSINESS SERVICE (cont.)

3.4 Directory Listing Service

- 3.4.1 Single Listing. The Company will provide each Customer a single directory listing consisting of the Customer's name, Customer's street address and Customer's telephone number which is designated as the Customer's main billing number, in the "White Pages" telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.4.2 Length Limitations. The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clarity of the listing or the identification of the Customer is not impaired thereby.
- 3.4.3 Rejected Listings. The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name; (ii) that contains obscenities in the name; (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party; (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory; or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing that is found to be in violation of this subpart.
- 3.4.4 Timely Listing Information. In order for listings to appear in a directory, a Customer must timely furnish the listing information to the Company sufficient, as determined in the Company's sole reasonable discretion, to meet the directory publishing schedule.
- 3.4.5 Nonlisted Service. At the request of the Customer and for an additional MRC and NRC, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

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3. DESCRIPTION OF SERVICES : BUSINESS SERVICE (cont.)

3.4 Directory Listing Service (cont)

3.4.6 Non-Published Service. At the request of the Customer and for an additional MRC and NRC, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory. In addition, the numbers of Non-Published Service are not listed in the telephone directory or in the information records available to the general public. Non-Published information may be released to emergency service providers, or as required to comply with any ruling or order of any judicial or regulatory body with jurisdiction over Company or the services herein.

3.4.7 Enhanced Business Whitepages and Yellowpages Directory Listings. Enhanced Business Whitepages and Yellowpages Directory listings will be provided upon the Customer's request to those Customers with at least one Business Service line. The Enhanced Business Whitepages and Yellowpages Directory listings include:

- Local Main Listing
- Straight Line Under main listing
- Caption Main Listing

3.5 911 Emergency Service ("911 Service")

3.5.1 911 Service permits Customers to reach a Public Safety Answering Point (PSAP) by dialing the three digits 9-1-1. The 911 Service is offered solely as an aid in handling assistance calls in connection with fire, police, medical and other emergencies.

3.5.2 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.

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3. DESCRIPTION OF SERVICES : BUSINESS SERVICE (cont.)

3.5 911 Emergency Service ("911 Service") (cont)

3.5.3 In areas where Enhanced 911 service is available, upon the Company's transmittal of a Customer's 911 service record (Automatic Location Identifier (ALI), and Automatic Number Identifier (ANI)), including the Customer's name, address and telephone number, to the appropriate public safety agency (or other entity consistent with state regulation), the Company will have no further responsibility for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper PSAP.

3.5.4 By dialing 9-1-1, the Customer, to the fullest extent permitted by law, waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the PSAP. Company, to the extent permitted by law, has no responsibility or liability whatsoever for any infringement or invasion of any privacy right of any person caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, or use of 911 Service.

3.5.5 Customer's defense and indemnification obligations under Section 2.20 shall apply to any Claim arising from or in connection with the use of 911 Service.

3.6 Telecommunications Relay Service (TRS)

TRS enables deaf, hard-of-hearing or speech-impaired persons who rely upon a Text Telephone (TT) or similar device to communicate freely with others not requiring the use of such equipment and vice versa. With this service, a Customer will be able to access the designated state provider(s) to complete such calls.

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**3. DESCRIPTION OF SERVICES : BUSINESS SERVICE (cont.)****3.7 Mediacom Business Voice & Data (bundled)**

This service provides a flat-rate “all you can dial” local and long distance calling service. Includes all standard features listed in Section 3.2.

**3.8 Long Distance as Adjunct to Basic Local Exchange Service**

Flat-rate “all you can dial” long distance service available to customers purchasing the Company’s Basic Local Exchange Service.

**3.9 Inside Wire Maintenance**

Outage protection for both Video Coaxial cable and Telephony Twisted Pair wiring. Customers who subscribe to this service will be exempt from any charges related to resolution of any inside wiring issues.

**3.10 Voice Mail**

Customers may select from three levels of service:

3.10.1 Basic Voice Mail. Basic Voice Mail allows a User to receive, store, edit and forward messages.

3.10.2 Enhanced Voicemail (available only to Business Service customers). Enhanced Voicemail includes the following features:

- Auto Attendant
- Announce Only
- Autoplay Voice Messages
- Autoplay/Passcode Skip
- Telephone User Interface (TUI)
- Web User Interface (WUI)
- Available Languages
- Broadcast Messaging (Subscriber)
- Caller Announce
- Call Blast
- Caller Screening

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3. DESCRIPTION OF SERVICES : BUSINESS SERVICE (cont.)

3.10 Voice Mail (cont.)

3.10.2 Enhanced Voicemail (cont.)

- Caller Zero Out
- Change Passcode
- Conditional Greetings
- Create and Use Extension Mailboxes
- Dial-out from Voicemail
- Direct Calls to a Temporary Call Forwarding Number
- Distribution Lists
- Email Notification
- Email Notification W/Attachment
- Extended Absence Greeting
- Find Me/Follow Me
- IVR – Company Directory
- Listen to Voice Messages & Message Envelopes
- Message Forwarding
- Message Waiting Indication
- Multiple Greetings
- Multiple Screening
- Out dial Capability
- Participate In New User Tutorial
- Play Comments Attached To Messages
- Receive Messages Marked Urgent Or Private
- Reply to Voice Messages
- Sort Messages By Priority, Date Or Sender
- Zero Out To Number

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3. DESCRIPTION OF SERVICES : BUSINESS SERVICE (cont.)

3.10.3 Advanced Voicemail (available only to Business Service customers). Advanced Voicemail includes the following features:

- Announce Only
- Autoplay Voice Messages
- Autoplay/Passcode Skip
- Telephone User Interface (TUI)
- Web User Interface (WUI)
- Available Languages
- Broadcast Messaging (Subscriber)
- Caller Announce
- Call Blast
- Caller Screening
- Caller Zero Out
- Change Passcode
- Conditional Greetings
- Create and Use Extension Mailboxes
- Dial-out from Voicemail
- Direct Calls to a Temporary Call Forwarding Number
- Distribution Lists
- Email Notification
- Email Notification W/Attachment
- Extended Absence Greeting
- Extension Mailboxes (9 Per Line)
- Find Me/Follow Me
- IVR – Company Directory
- Listen to Voice Messages & Message Envelopes
- Message Forwarding
- Message Waiting Indication
- Multiple Greetings
- Multiple Screening
- Out dial Capability
- Participate In New User Tutorial
- Play Comments Attached To Messages
- Receive Messages Marked Urgent Or Private
- Reply to Voice Messages
- Sort Messages By Priority, Date Or Sender
- Zero Out To Number

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#### 4. RATES: BUSINESS SERVICE

The rates in this section apply to the business services described in section 3 of this Guide.

##### 4.1 Business Basic Local Exchange Service

Rate

##### 4.1.1 Monthly Charges.

Basic Local Exchange Service

\$54.95

4.1.2 Business Service Discounts. Discounts are applied only to Customer's purchasing at least one Business Service (full feature product) line. Discounts are rounded to the nearest 0.05 per discount.

4.1.2.A Customers committing to a 36 month contract for Business Service shall receive a 5% discount on their monthly per line charge.

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 4. RATES: BUSINESS SERVICE (cont.)
4.1 Business Basic Local Exchange Service (cont.)4.1.3 Nonrecurring Charges

	<u>Rate</u>
(A) Customer Installation Charge	\$ 46.95
(B) Processing/Application Fee	\$ 21.75
Directory Listing:	
(C) Non-Listed Telephone Number Service	\$ 21.75
(D) Non-Published Telephone Number Service	\$ 21.75
(E) Change of Telephone Number	\$ 21.75
(F) Change of Directory Listing	\$ 13.75
(G) Change of Inter Exchange Carrier (IXC) PIC *	
Manual Process	\$ 5.50
Electronic Process	\$ 1.25
(H) Change of Regional Toll Carrier PIC *	
Manual Process	\$ 5.50
Electronic Process	\$ 1.25
* <b>Note:</b> If a subscriber changes both the InterLata and IntraLata presubscribed interexchange carrier at the same time, 50% of the otherwise applicable IntraLata presubscription change charge will apply.	
(I) Temporary Suspension – Customer Request	\$ 32.75
(J) Transfer Fee	\$ 25.00
(K) Restore Fee	\$ 25.00
(L) Return Check Fee	\$ 25.00
(M) Late Fee	\$ 5.00
Custom Intercept Services:	
(N) Direct Cut through	\$ 13.75
(O) Cut through with referral	\$ 14.25

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 4. RATES: BUSINESS SERVICE (cont.)
4.1 Business Basic Local Exchange Service (cont.)4.1.4 Monthly Recurring Charges:

	<u>Rate</u>
Directory Listing:	
(A) Non-Listed Telephone Number Service	\$ 4.95
(B) Non-Published Telephone Number Service	\$ 7.50

4.1.5 Per Use Nonrecurring Charges. Charges for the following features and services will be reflected on the customer's bill with taxes included in the per use price, not in a separate line item.

	<u>Rate</u>
Operator Services:	
(A) Operator Station-to-Station (consumer dialed 0+)	\$ 5.95
(B) Operator Station-to-Station (operator dialed 0-)	\$ 5.95
(C) Person-to-Person (consumer dialed 0+)	\$ 8.35
(D) Person-to-Person (operator dialed 0-)	\$ 8.35
(E) Busy Line Verify	\$ 9.15
(F) Busy Line Verify and Interrupt	\$ 9.15
(G) Agent Handling Fee (Live agent bill payment processing)	\$ 7.50
Directory Assistance (DA):	
(H) Customer Dialed DA	\$ 2.95
(I) Operator Dialed DA	\$ 3.75
(J) DA Call Completion – Additional Charge	\$ 1.75
Busy Line Verify	\$ 9.00
Busy Line Verify and Interrupt	\$ 15.25

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4. RATES: BUSINESS SERVICE (cont.)

	<u>Rate</u> (per month)
4.2 <u>Mediacom Business Voice &amp; Data</u> (bundled)	\$67.95 (total package price)
4.3 <u>Long Distance Calling as adjunct to Basic Local Exchange Service</u>	\$24.95
4.4 <u>Inside Wiring Maintenance</u>	
Business Customer Premises Work Charges:	<u>Rate</u> (per month):
<u>Fixed Fee Installation</u>	
Initial Jack	\$ 93.00
Additional Jack	\$ 59.00
<u>Installation Service Visit to Premises</u>	
First hour (minimum)	\$133.00
Each additional ½ hour	\$ 55.00
<u>Out of Hours Service Request</u>	
First Hour (minimum)	\$225.00
Each additional ½ hour	\$ 97.50
<u>Repair Service Visit</u>	
First ½ hour (minimum)	\$104.00
Each additional ½ hour	\$ 57.00
4.5 <u>Voice Mail</u>	
Basic Voice Mail	NC
Business Enhanced Voicemail	\$ 13.95
Business Advanced Voicemail (with additional mail box capabilities)	\$ 6.95

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#### 4. RATES: BUSINESS SERVICE (cont.)

##### 4.6 Individual Case Basis

Rates for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis, in response to a bona fide request, from a Customer or prospective Customer for service that varies from the arrangements presented in this Guide. Rates quoted in response to such requests may be different than those specified for such service in this Guide. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

##### 4.7 Employee Rates

Company may offer special rate packages to its employees or employees of its Affiliates that are not available to the general public.

##### 4.8 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

##### 4.9 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required or allowed by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), E911 surcharges, number portability surcharges and any applicable and authorized Subscriber Line Charges (SLC)

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**5. ENTERPRISE/PRIVATE LINE SERVICES AND RATES**

The Services described in this Section are provided pursuant to the Regulations in Section 2 of this Guide except as otherwise stated in this Section 5.

**5.1 DS-3**

DS-3 service offers a transmission facility of 44.736 Mbps. This service supports voice, analog data, digital data, and video. Service is available 24 hours a day, seven days a week.

Rates per circuit: (for circuits where point of origination and termination are on-net)

	<u>Rate</u>
Nonrecurring	Installation: \$3,500 Installation Outside of Normal Working Hours: \$62.00 (First Half Hour) \$31.00 (Each Additional Half Hour)
Recurring – Facility	\$5635.00/month
Recurring – Mileage	\$177.25/mile/month

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5. ENTERPRISE/PRIVATE LINE SERVICES AND RATES (cont.)

5.2 Enterprise Service & Rates

Fiber Internet	Mbps	MRC		
		Tier 1	Tier 2	Tier 3
	5	\$777	\$1,035	\$1,294
	10	\$1,165	\$1,553	\$1,941
	15	\$1,683	\$2,243	\$2,804
	20	\$2,157	\$2,875	\$3,594
	25	\$2,588	\$3,450	\$4,313
	50	\$4,744	\$6,325	\$7,906
	100	\$6,469	\$8,625	\$10,781

Standard Install	
3 Year	5Year
\$2,875	waived
\$2,875	waived
\$2,875	waived
\$2,875	waived
\$2,875	waived
\$2,875	waived
\$2,875	waived

Fiber TLS	Mbps	MRC		
		Tier 1	Tier 2	Tier 3
Intra Region	5	\$734	\$978	\$1,222
	10	\$863	\$1,150	\$1,438
	20	\$1,035	\$1,380	\$1,725
	25	\$1,165	\$1,553	\$1,941
	50	\$1,510	\$2,013	\$2,516
	150	\$1,941	\$2,588	\$3,235
	200	\$2,070	\$2,760	\$3,450
	250	\$2,156	\$2,875	\$3,594
	500	\$2,588	\$3,450	\$4,313
	1000	\$3,235	\$4,313	\$5,391

Standard Install	
3 Year	5 Year
\$2,875	waived
\$2,875	waived
\$2,875	waived
\$2,875	waived
\$2,875	waived
\$2,875	waived
\$2,875	waived
\$2,875	waived
\$2,875	waived

IP's	# of IP's	MRC	NRC
	1	Included	Included
	4	Included	Included
	8	Included	Included
	16	Included	Included
	32	\$46	\$58
	64	\$69	\$58
	128	\$92	\$86
	256	\$115	\$115

BGP	MRC	NRC
	\$58	\$115

\*All Inter Region TLS is ICB

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5. ENTERPRISE/PRIVATE LINE SERVICES AND RATES (cont.)

5.3 Special Construction

Basis for Rates and Charges:

Rates and charges for special construction will be based on the costs incurred by the Company and may include non-recurring type charge (applied on a time and materials Basis), recurring type charges, termination liabilities, or combinations thereof.

Basis for Cost Computation:

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

- a) costs associated with the installation of the facilities to be provided, including estimated costs for the rearrangements of existing facilities, including cost of:
  - 1) equipment and materials provided or used,
  - 2) engineering, labor and supervision,
  - 3) transportation, and
  - 4) rights-of-way;
- b) cost of maintenance,
- c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e) license preparation, processing and related fees;
- f) tariff preparation, other regulatory costs, processing and related fees;
- g) any other identifiable costs related to the facilities provided; or
- h) an amount for return and contingencies.

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5. ENTERPRISE/PRIVATE LINE SERVICES AND RATES (cont.)

5.4 Individual Case Basis

In lieu of the rates otherwise set forth above, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's enterprise services may be established at negotiated rates on an Individual Case Basis ("ICB"). Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual Customer contracts.

Rates and terms for services that the Company offers to Customers may vary depending on a number of factors, which may include:

- length of circuit(s)
- volume and/or term commitments
- varying equipment types and configurations
- special construction
- type of service(s)
- cost differences ( labor, taxes, fees paid to LEC for interconnection, etc.)
- customer-specific billing arrangements
- other miscellaneous fees and charges (e.g. rights-of-way charges, franchise fees , and building rights-of-way costs, etc.)
- market conditions and/or competitive considerations
- availability of existing facilities

Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing or maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

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6. LOCAL EXCHANGE SERVICE AREA

The Company's local exchange services are offered to customers in the following Ohio exchanges:

Antwerp  
Hicksville

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Summary: Exhibit including Exhibit 12 (Interconnection); Exhibit 17 (replacement Local Exchange and Access Service Tariffs) and Exhibit 18 (Proposed Service Guide) electronically filed by Ms. Winifred R Brantl on behalf of MCC Telephony of the Midwest, LLC