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April 26, 2011

Ms. Renee Jenkins, Executive Secretary Public Utilities Commission of Ohio 180 East Broad Street Columbus, OH 43266-0573

e-FILED VIA DIS SYSTEM

RE: **GEOSTAR LLC** 

Final Tariff Filing

Case No. 11-1416-TP-ACE: 90-9387-TP-TRF

Dear Ms. Jenkins:

Enclosed herewith, for filing with the Commission, please find an original of the above captioned company's Final Local Exchange Services P.U.C.O. Tariff No. 1 and Carrierto-Carrier (Access) Tariff P.U.C.O. Tariff No. 2.

Should you have any questions concerning this matter, please contact the undersigned.

Very truly yours,

CROCKER & CROCKER, P.C.

Patrick D. Crocker

PDC/tld

# ATTACHMENT 1

**Local Exchange Tariff** 

#### LOCAL EXCHANGE TARIFF

OHIO

GEOSTAR LLC 3593 Medina Rd, Ste 149 Medina, OH 44256 (866) 986-1066

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 GEOSTAR LLC, (hereinafter "Company") with principal office at 3593 Medina Rd, Ste 149, Medina, OH 44256. 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.

Issued: April 26, 2011 Effective: April 26, 2011

Issued under authority of the Public Utilities Commission of Ohio in Case No. 11-1416-TP-ACE

# 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.

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#### 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.

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### **SECTION 1 - GENERAL**

### 1.1 <u>Description of Company</u>

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of regulated local exchange telecommunications services to Ohio customers by GEOSTAR 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.

### 1.2 Reserved for Future Use

### 1.3 Tariff Exclusions

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.

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### **SECTION 2 - RULES AND REGULATIONS**

### 2.1 Deposits

- 2.1.1 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.
- 2.1.2 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.
- 2.1.3 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.
- 2.1.4 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.
- 2.1.5 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.
- 2.1.6 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.

#### 2.2 Advance Payments

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

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### **SECTION 2 - RULES AND REGULATIONS**

# 2.3 <u>Complaint Procedures</u>

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

GEOSTAR LLC Telephone: (216) 595-9050 3593 Medina Rd, Ste 149 Facsimile: (216) 595-0706 Medina, OH 44256 Toll Free: (866) 986-1066

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the PUCO in accordance with the Commission's rules of procedure:

Service Monitoring and Enforcement Department Public Utilities Commission of Ohio 180 East Broad Street, Seventh Floor Columbus, OH 43215-3793

Toll Free Telephone: 1-800-686-7826 TTY Toll Free Telephone: 1-800-686-1570

From 8:00 AM to 5:00 PM (EST) weekdays or at www.puco.ohio.gov.

Residential customer may also contact the Ohio Consumers' Counsel for assistance with complaint and utility issues at:

Toll Free: 1-877-742-5622

From 8:00 AM to 5:00 PM (EST) weekdays or at www.pickocc.org.

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#### 3.1 Universal Emergency Number Service – 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its customers for simplified emergency access police, fire, and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquires for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Nonpublished numbers as well as those customers who have requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

#### 3.2 Emergency Services (Enhanced 911)

This service allows Customers to reach the appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.

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3.3 Reserved For Future Use

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### 3.4 <u>Telecommunications Relay Service</u>

#### 3.4.1 General

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designed for both impaired and non-impaired customers to use.

#### 3.4.2 Regulations

A. Only intrastate calls can be completed using the Relay Service under the terms and conditions of this Tariff.

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- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. the actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the State of Ohio. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- D. The following calls may not be placed through the Relay Service:
  - 1) Calls to informational recordings and group bridging service;
  - 2) Calls to time or weather recorded messages;
  - 3) Station sent paid calls from coin telephones; and
  - 4) Operator-handled conference service and other teleconference calls.

#### 3.4.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of property whatsoever, whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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### 4.1 <u>Late Payment Charge</u>

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.

#### 4.2 Reserved for Future Use

### 4.3 Blocking Services

#### A. 900 Special Access Code Blocking

Blocks access from a company provided Exchange Access Service to customer dialed 900 numbers.

### B. 976 Prefix Blocking Service

Blocks access from a company provided Exchange Access Service to customer dialed 976 numbers.

900 Special Access Code Blocking	<u>Maximum</u>	<u>Business</u>
- per call - per line	No Charge No Charge	No Charge No Charge
976 Prefix Blocking Service		
- per call - per line	No Charge No Charge	No Charge No Charge

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### 4.4 <u>IntraLATA and InterLATA Presubscription</u>

#### 4.4.1 Presubscription

Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and or interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an toll carrier from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

IntraLATA and InterLATA Presubscription will become effective upon the initial offering of certified local exchange service.

#### **Presubscription Options**

Option A: Customer may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Customer may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company or the Customer's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

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

#### 4.4.2 Rules and Regulations

Customers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

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

Customers may changed their selected Option and/or their presubscribed toll carrier at any time subject to charges specified in Section 4.4.4 below.

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#### 4.4.3 Presubscription Procedures

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

If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 30 calendar days in which to inform the Company of an intraLATA and/or interLATA toll carrier presubscription selection free of charge. Until the Customer informs the Company of his/her choice for toll carrier(s), the Customer will not have a presubscribed toll carrier, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll presubscription within the 30day period will not be assessed a service charge for the initial Customer request.

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

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### 4.4.4 Presubscription Charges

### A. Application of Charges

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

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

<u>Maximum</u>	<u>Business</u>
\$5.50	\$5.50
\$1.25	\$1.25
	\$5.50

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4.5 Reserved for Future Use

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4.5 <u>Reserved for Future Use</u> (continued)

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4.6 Reserved for Future Use

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4.7 Reserved for Future Use

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4.7 <u>Reserved for Future Use</u> (continued)

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### **SECTION 5 – BASIC SERVICE DESCRIPTION**

### 5.1 Exchange Areas Served

The company provides local exchange services in the territories served by AT&T Ohio, United Telephone d/b/a CenturyLink and Frontier North. The company concurs in their filed exchange areas and exchange maps.

#### 5.2 Local Exchange Service

Local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless other specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

### 5.2.1 Application of Business and Residential Rates

The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.

- A. Business rates apply at the following locations, among others:
  - 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
  - 2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
  - 3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.

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### **SECTION 5 – BASIC SERVICE DESCRIPTION**

- 4. In any residence location where there is substantial business use of the service and the customer has no service at business rates.
- B. Residence rates apply at the following locations, among others:
  - 1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
  - 2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates another location.

#### 5.2.2 Reserved for Future Use

Issued: April 26, 2011 Effective: April 26, 2011

#### **SECTION 5 – BASIC SERVICE DESCRIPTION**

#### 5.2.3 Basic Local Exchange Service

Basic local exchange service means residential-end-user access to and usage of telephone-company-provided services over a single line or small-business-end-user access to and usage of telephone-company-provided services over the primary access line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of services, that does both of the following:

- (a) Enables a customer to originate or receive voice communications within a local service area as that area exists on the effective date of the amendment of this section by S.B. 162 of the 128th general assembly;
- (b) Consists of all of the following services:
  - (i) Local dial tone service:
  - (ii) For residential end users, flat-rate telephone exchange service;
  - (iii) Touch tone dialing service;
  - (iv) Access to and usage of 9-1-1 services, where such services are available;
  - (v) Access to operator services and directory assistance;
  - (vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;
  - (vii) Per call, caller identification blocking services;
  - (viii) Access to telecommunications relay service; and
  - (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

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

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# SECTION 6 – BASIC SERVICE BUSINESS RATES

6.3 Reserved For Future Use

Issued: April 26, 2011 Effective: April 26, 2011

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# SECTION 7 – BASIC SERVICE RESIDENTIAL RATES

7.2 Reserved For Future Use

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8.1 Reserved For Future Use

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8.1 <u>Reserved For Future Use</u> (Continued)

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8.1 Reserved For Future Use (Continued)

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8.1 Reserved For Future Use (Continued)

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8.2 Reserved For Future Use

Issued: April 26, 2011 Effective: April 26, 2011

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8.2 <u>Reserved For Future Use</u> (Continued)

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8.2 <u>Reserved For Future Use</u> (Continued)

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8.2 <u>Reserved For Future Use</u> (Continued)

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### **SECTION 9 – SPECIAL ARRANGEMENTS**

- 9.1 Reserved For Future Use
- 9.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this Pricing Guide. Rates quoted in response to such competitive requests may be different than those specified for such service in this Pricing Guide. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

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## **ATTACHMENT 2**

**Access Tariff** 

# REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO CARRIER-TO-CARRIER SERVICES

**FURNISHED BY** 

## **GEOSTAR LLC**

THROUGHOUT THE STATE OF OHIO

This tariff contains the descriptions, regulations, and rates applicable to the provision of access services provided by GEOSTAR LLC ("Company" or "the Company"), for services furnished within the State of Ohio.

This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business at 3593 Medina Rd, Ste 149, Medina, OH 44256.

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Issued by: John Fartelly, Managing Member

GEOSTAR LLC

#### **CHECK SHEET**

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

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Issued by: John Fartelly, Managing Member GEOSTAR LLC

<sup>\* -</sup> indicates those pages included with this filing

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Issued by: John Fartelly, Managing Member

GEOSTAR LLC

#### **EXPLANATION OF SYMBOLS**

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

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

#### TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Tariff. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Public Utilities Commission. For example, the 4th Revised Page 15 cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence Each level of paragraph numbering herein is subservient to its next higher level as shown:

2

2.1

2.1.1

2.1.1.A

2.1.1.A.(1)

2.1.1.A.(1)(a)

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Issued by: John Fartelly, Managing Member

GEOSTAR LLC

Access – A connection between a Customer Premises and a Point of Presence of an interexchange carrier for the transmission of voice, data or video/image information.

Access Line - An arrangement that connects the Customer's local exchange line to a Company designated Switching Center or Point of Presence.

Access Minutes - The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

Access Service Request (ASR) - The service order form used by access service Customers and the Company for the process of establishing, moving or rearranging access services provided by the Company.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Offices and the Customer's Premises or Point of Presence.

Account – Either a Customer's physical location or individual Service represented by a unique account number within the billing system. Multiple services each with a unique account number may be part of one physical location.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or customer's terminal equipment as an indication that the called party has answered or disconnected.

Application for Service – The Company's order process that includes technical, billing and other descriptive information provided by Customer that allows the Company to provide requested communications Services for Customer. Upon acceptance by the Company, the Application for Service becomes a binding contract between Customer and the Company for the provision and acceptance of Service.

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

Bit - The smallest unit of information in a binary system of notation.

Bps - Bits per second. The number of bits transmitted in a one second interval.

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Business Hours – The phrase "Business Hours" generally means the time beginning at 8:00 a.m. and ending at 5:00 p.m. local time at the place of Company operation, Monday through Friday excluding holidays.

Call - A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Serving Wire Center, End Office or Access Tandem Switch.

Central Office - The premises of the Company or another local exchange carrier containing one or more switches where End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities.

Channel - A communications path between two or more points.

CIC - An interexchange carrier identification code.

CMRS - Commercial Mobile Radio Services

Commission - Refers to the Public Utilities Commission of Ohio.

Company - Used throughout this tariff to indicate GEOSTAR LLC.

Competitive Local Exchange Carrier - ("CLEC") or Alternative Local Exchange Carrier ("ALEC") – means any entity or person providing local exchange services in competition with an ILEC or LEC.

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 - Any person, firm, partnership, corporation or other entity that uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the Customer is an interexchange carrier utilizing the Company's Switched Access services described in this tariff to reach its End User customer(s).

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Customer Premises - The premises specified by the Customer for termination of access services. Typically an interexchange carrier's Point of Presence.

Dedicated Access- Dedicated Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

Delinquent or Delinquency – An account for which payment has not been made in full on or before the last day for timely payment.

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

End Office - The Central Office from which the End User's Premises would normally obtain local exchange service and dial tone from the Company or other local exchange carrier.

End Office Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the End User is connected via station loops or trunks to an End Office Switch.

End User - The customer of an interexchange carrier or other carrier who in turn utilizes the Company's Switched or Dedicated Access services described in this tariff to provide the End User with access to the IC's communication and switching systems.

End User Premises - The premises specified by the Customer or End User for termination of access services at the End User's physical location.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such End Offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier. A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

Exchange – A geographic area established by ILECs and approved by the Commission. A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Exchange Message Interface ("EMI") – The industry standard format used for exchange of telecommunications message information among carriers.

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Facility (or Facilities) – Any item or items of communications plant or equipment used to provide or connect to the Company Services.

FCC – Federal Communications Commission.

Gbps - Gigabits per second; billions of bits per second.

Holiday – The term "holiday" means 8:00 a.m. to, but not including 11:00 p.m. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Host Office - An electronic switching system that provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Individual Case Basis or ICB - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case.

InterMTA Traffic -- InterMTA traffic refers to wireless-to-wire line traffic that originates and terminates in two different MTAs.

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.

IntraMTA Traffic -- IntraMTA traffic refers wireless-to-wire line traffic that originates and terminates within the same MTA.

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.

Interexchange Carrier (IXC or IC) - A long distance telecommunications services provider that furnishes services between exchange areas.

Kbps - Kilobits per second; 1000s of bits per second.

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LATA - Local Access and Transport Area. A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

Local Access Facility – The channel provided by the LEC (or other local service provided) to connect the Point-of-Presence to a Customer location.

Local Exchange Company (LEC) – A company that furnishes local exchange telephone services.

Mbps - Megabits per second; millions of bits per second.

Message - See Call.

MTA -- Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.

N/A - Not Applicable.

Night/Weekend – The words "night/weekend" mean 11:00 p.m. to, but not including, 8:00 a.m. local time in the originating city, all day on Saturday, and all day Sunday except from 5:00 p.m. to, but not including, 11:00 p.m.

Non-business Hours – The phrase "non-business hours" means the time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and on holidays.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish a service or feature.

NPA - Numbering Plan Area or area code.

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

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

Originating Direction - The use of Switched Access Service for the origination of calls from an End User's Premises to a Customer's Point of Presence.

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PIC Authorization - A Customer's or End User's selection of a PIC that meets the requirements of federal and state law.

PIC - Primary Interexchange Carrier.

Point of Presence or POP - The physical location associated with an interexchange carrier's communication and switching systems.

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

Premises - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

Presubscription - An arrangement whereby a Customer selects and designate to the Company or other LEC a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier (PIC).

Primary Interexchange Carrier (PIC) - The interexchange carrier (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.

Query - The inquiry to a Company database to obtain information, processing instructions or service data.

Recurring Charge - The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

Remote Switching Modules or Remote Switching Systems (RSM/RSS) - Small remotely controlled electronic End Office Switching equipment which obtains its call processing capability from a Host Office. An RSM/RSS cannot accommodate direct trunks to a Customer.

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Services – The Company's common carrier communications services provided under this Tariff.

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

Service Order - A written request for network services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order for services offered under this tariff.

Serving Wire Center Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the Customer is connected via station loops or trunks to a Serving Wire Center Switch.

Station - Refers to telephone equipment or an exchange access line from or to which calls are placed.

Switch – The term "switch" denotes an electronic device that is used to provide circuit sharing, routine, and control.

Switched Access - Where originating or terminating access between an end user and an interexchange carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using services of the local switched network.

Tandem Switch - See Access Tandem.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer designated premises.

Terminating Direction - The use of Switched Access Service for the completion of calls from a Customer's Point of Presence to an End User Premises.

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Timely Payment – A payment on a Customer's account made on or before the due date.

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

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

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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## 2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.
- 2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.

## 2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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#### 2.3 Limitations

- 2.3.1 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment 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.
- 2.3.3 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.
- 2.3.4 The Company may block any signals being transmitted over its network by Customers that cause interference to the Company or other users. Customer shall not be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.5 The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.7 No Company services specified herein shall be provided until after the Company has completed, to its satisfaction, testing of such services and of Company systems, processes and procedures.

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## 2.4 Assignment and Transfer

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 to a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company. These transactions must be submitted for approval by the Commission.

## 2.5 Application or Service

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

## 2.6 Ownership of Facilities

- 2.6.1 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.
- 2.6.2 Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

## 2.7 Liability of the Company

2.7.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

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## 2.7 Liability of the Company, (Cont'd.)

- 2.7.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.
- 2.7.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.
- 2.7.6 No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8 The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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## 2.7 Liability of the Company, (Cont'd.)

- 2.7.9 Reserved for future use
- 2.7.10 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.
- 2.7.11 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.

## 2.8 Liability of the Customer

- 2.8.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2 To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.

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## 2.8 Liability of the Customer, (Cont'd.)

- 2.8.3 A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4 The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provided to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

## 2.9 Obligations of the Customer

- 2.9.1 The Customer is responsible for making proper application for service; for placing any necessary orders; for complying with tariff regulations; and for payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:
  - A. 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 non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;

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## 2.9 Obligations of the Customer, (Cont'd.)

## 2.9.1 (Cont'd.)

- B. providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- C. obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1.B. Any and all costs associated with the 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;
- D. 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., friable asbestos) prior to any construction or installation work;

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## 2.9 Obligations of the Customer, (Cont'd.)

## 2.9.1 (Cont'd.)

- E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.9.1.C.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- F. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H. taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- I. ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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## 2.9 Obligations of the Customer, (Cont'd.)

2.9.2 With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

## A. Design of Customer Services

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

B. Network Contingency Coordination

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

- C. Jurisdictional Reports
  - (1) Report Requirements for Access Services

All charges (i.e. monthly rates, usage rates, and nonrecurring charges) are prorated between interstate and intrastate based on industry practices as set forth in this section.

(2) Procedure for Determining Call Jurisdiction

For traffic originated by the Customer and terminated by the Company, the Company shall compare the terminating NPA-NXX of the Company's local service customer to the Local Routing Number ("LRN") field of the EMI access records, where such LRN field is properly populated. Where such LRN field is not properly populated, and for all other traffic, the Company shall compare its local service customer's NPA-NXX to the originating Automatic Number Identification ("ANI") or to the calling NPANXX, except that the Company shall use the Percent Interstate Use ("PIU") when the originating ANI is not available or when the jurisdiction of the call cannot otherwise be determined.

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## 2.9 Obligations of the Customer, (Cont'd.)

## 2.9.2 (Cont'd.)

#### D. Jurisdictional Definitions

Interstate – A call is an interstate communication if the NPA-NXX of the Company local service customer placing or receiving the call is not within the same state as the called or calling party respectively.

Intrastate – A call is an intrastate communication if the NPA-NXX of the Company local service customer placing or receiving the call is within the same state as the called or calling party respectively.

## E. Jurisdictional Percentages and Determination of Access Charges

Switched access charges shall be prorated based on the call jurisdiction determined through the procedure set forth in 2.9.2.C.(2), above. When a PIU must be used, it shall be expressed as a whole number between 0 and 100. The sum of the PIU and the intrastate jurisdictional percentage (IJP) must equal 100%. The IJP is determined by subtracting the PIU from 100. When a PIU must be used, the PIU factor and IJP factor serve as the basis for development of interstate and intrastate charges to the Customer pursuant to the procedure identified in 2.9.2.C.(2), above. When a PIU must be used, the quantity of service is multiplied by the PIU and IJP factors and by the applicable tariff rate to develop the charge.

Separate PIU factors, when PIU factors are applicable pursuant to 2.9.2.C.(2) above, are required for originating or terminating usage.

#### F. Intrastate IJP

## (1) Company-Developed IJP

Where the Company can, pursuant to 2.9.2.C.(2), above, adequately determine the jurisdiction of an originating or terminating call from the call detail, the Company will bill according to the jurisdiction of the call as determined from that call detail.

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## 2.9 Obligations of the Customer, (Cont'd.)

2.9.2 (Cont'd.)

(2) Customer-Provided IJP

Where the Company does not possess the capability to adequately determine the jurisdiction of a switched access service, the Company will determine the IJP for the service by subtracting the customer-provided PIU from 100.

## G. Quarterly Update Requirements

The customer is required to provide updates to the PIU reports. Upon receipt by the Company, the revised report will serve as the basis for future billing pursuant to 2.9.2.C.(2), above, and will be effective on the next bill date for that service. No prorating or back billing will be done based on the report. The revised report will be used by the Company to apportion usage rates pursuant to 2.9.2.C.(2), above.

- (1) Effective on the first of January, April, July, and October of each year, the customer will update the PIU reports. The customer will forward to the Company, to be received no later than fifteen (15) business 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. The revised report will serve as the basis for the next three months billing pursuant to 2.9.2.C.(2), above.
- (2) When the customer does not provide a quarterly update report, the Company will assume the percentages to be the same as those provided in the last quarterly update report received by the Company.

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## 2.9 Obligations of the Customer, (Cont'd.)

## 2.9.2 (Cont'd.)

- H. Audit of Jurisdictional Accuracy
  - (1) If the Company disputes the reasonableness of the PIU provided by the customer as set forth in 2.9.2.G., preceding, or the reported PIU varies by more than five percentage points over the preceding PIU, the Company may ask the customer to provide the data used by the customer to determine the projected interstate percentage. The customer shall retain, for a minimum of one year, accurate call detail records from which the percentage of interstate and intrastate use can be derived, and shall make such records available for inspection as reasonably necessary for PIU verification. Such records shall be made available for inspection and audit within fifteen (15) days of the Company's request for verification.

The Company shall limit audits to no more than one per year, except where additional audits may be required to verify allocation changes that represent a five percent shift from the customer's most recent reported figures, and such change is not the result of seasonal shifts or other identifiable reasons. The customer may request that verification audits be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the customer.

In the event that the customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the customer's PIU, the Company will bill the usage for all the contested periods using the PIU reported by the customer for the previous period pursuant to 2.9.2.G., above. This PIU will remain in effect until the customer provides the call detail records from which the percentage of interstate and intrastate use can be derived. No prorating or back billing will be done based on the newly derived factor.

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## 2.10 Billing and Payment For Service

## 2.10.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of Customer's communications equipment and/or network services that result in the placement of calls via the Company;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- C. any calls placed by or through the Customer's equipment via any remote access feature(s);

#### 2.10.2 Minimum Period

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.

#### 2.10.3 Payment for Service

- A. All charges due from the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any nonrecurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill.

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## 2.10 Billing and Payment For Service, (Cont'd.)

- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Charges shall be due and payable as specified on the bill.
- E. Customer billing will begin on the service commencement date, which is the day the Company determines in its reasonable sole discretion that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 (thirty) days.
- G. Amounts not paid within 30 (thirty) days after the mailing date of invoice will be considered past due.

## 2.10.4 Disputed Charges

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
- B. 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.
- C. 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 in 2.10.5.
- D. 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 in 2.10.5.

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## 2.10 Billing and Payment For Service, (Cont'd.)

- E. 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.
- F. The Customer shall notify the Company of any disputed items on an invoice within ninety (90) days of receipt of the invoice.

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

Public Utilities Commission of Ohio 180 East Broad Street Columbus, OH 43215-3793 Telephone: (614) 466-3292 Toll Free: 1-800-686-7826

#### 2.10.5 Late Payment Fees

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the payment due date falls on a Saturday, Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

## 2.10.6 Returned Check Charge

A service charge equal to \$30.00, 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.

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#### 2.11 Reserved for future use

## 2.12 Deposits and Advance Payments

## 2.12.1 General

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures prior to initiating service to the Customer. Where, as a result of such a validation, the Customer's creditworthiness is found to be unacceptable to the Company, the Company may refuse to initiate service to the Customer or may require a deposit or advance payment prior to initiating service.

#### 2.12.2 Deposits

- A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer that has established satisfactory credit and has no history of late payments to the Company.
- B. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D. The Company will pay interested at the rate permitted by applicable law.

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## 2.13 Cancellation by Customer

#### 2.13.1 General

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

#### 2.13.2 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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## 2.13 Cancellation by Customer, (Cont'd.)

D. The charges described above will be calculated and applied on a caseby-case basis.

## 2.14 Cancellation by Company

- 2.14.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.
- 2.14.2 The Company may refuse or discontinue service to a Customer without notice under the following conditions:
  - A. For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
  - B. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
  - C. In the event of a national or local emergency in which the Company has reason to believe that its services may be used for causing terrorist acts or harm to citizens.
  - D. In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
  - E. In the event of tampering with the equipment or services of the Company or its agents.

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## 2.14 Cancellation by Company, (Cont'd.)

2.14.2 (Cont'd)

- F. In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- G. If any of the facilities, appliances, or apparatus on Customer's premises are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.
- 2.14.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:
  - A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
  - B. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
  - C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

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## 2.14 Cancellation by Company, (Cont'd.)

## 2.14.3 (Cont'd)

- D. For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- E. For use of telephone service for any property or purpose other than that described in the application.
- F. For Customer's breach of any contract for service between the Company and the Customer.
- G. For periods of inactivity in excess of sixty (60) days.

#### 2.15 Restoration of Service

- 2.15.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnected for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.15.2 A restoration fee of \$25.00, or the actual costs incurred by the Company, applies to Customers whose service is restored following disconnection by the Company.
- 2.15.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in 47 C.F.R., Chapter I, Part 64, Appendix A, which specify the priority system for such activities.

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#### 2.16 Provision of Company Equipment and Facilities

- 2.16.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.16.2 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 to the Customer except following required notice procedures.
- 2.16.3 Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.
- 2.16.4 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 under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - B. the reception of signals by Customer-provided equipment; or
  - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

## 2.17 Interconnection

2.17.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

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## 2.17 Interconnection, (Cont'd.)

- 2.17.2 Connection of the Customer with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3 The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.4 If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

#### 2.18 Customer-Provided Equipment

- 2.18.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2 Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.

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## 2.18 Customer-Provided Equipment, (Cont'd.)

- 2.18.3 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.18.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company-owned facilities and equipment.
- 2.18.5 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 may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.18.6 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

## 2.19 Inspection, Testing and Adjustments

2.19.1 The Company may conduct tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from any of these terms and conditions.

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# 2.19 Inspection, Testing and Adjustments, (Cont'd.)

- 2.19.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.
- 2.19.3 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 applies 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.

## 2.20 Allowances for Interruptions in Service

### 2.20.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.20.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the service, facility or circuit is operative.

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

- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premises for test and repair by the Company, or continues to make voluntary use of the service, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

### 2.20.2 Limitations of Allowances

- A. No credit allowance will be made for any interruption in service:
  - (1) due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
  - (2) due to the failure of power, equipment, systems, connections or services not provided by the Company;
  - (3) due to circumstances or causes beyond the reasonable control of the Company;
  - (4) during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
  - (5) 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;
  - (6) when the Customer is known to have planned or participated in terrorism or in acts that may cause harm to citizens;

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

- (7) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (8) that was not reported to the Company within thirty (30) days of the date that service was affected.

#### 2.20.3 Use of Another Means of Communications

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

### 2.20.4 Application of Credits for Interruptions in Service

- A. Except as provided in Section 2.20.2 A., if a Customer's service is interrupted, and it remains interrupted for eight (8) normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption; generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C. 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:

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

D. No credits will be provided for usage sensitive services.

# 2.21 Notices and Communications

- 2.21.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.
- 2.21.3 Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.21.4 Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.21.5 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 second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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# 2.21 Notices and Communications, (Cont'd.)

2.21.6 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.

### 2.22 Mixed Interstate and Intrastate Switched Access Services

2.22.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features changes shall be determined through the procedure set forth in 2.9.2, above.

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#### 3.1 General

- 3.1.1 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 trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises in the LATA where it is provided.
- 3.1.2 When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3 In the absence of an ASR as described in Section 3.4, 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 Manner of Provision

- 3.2.1 Switched Access is furnished for originating and terminating calls by the Customer to its End User.
- 3.2.2 Switched Access is furnished on a per-line or per trunk basis.
- 3.2.3 Originating traffic type represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for Switched Access, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.
- 3.2.4 Switched Access is provisioned, at minimum, at the DS-1 level and provides lineside or trunk-side access to End Office switches for the Customer's use in originating and terminating communications. Basic Switched Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

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- 3.2.5 Two types of Switched Access are available:
  - A. Tandem Connect Access: This option applies when the customer has no direct facilities to the End Office. Traffic is routed to and from the 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 and priced herein.
  - B. Direct Connect Access: This option applies when the Company or another service provider provides dedicated facilities between the customer's premises and the End Office. This transmission path is dedicated to the use of a single Customer. The Customer is responsible for providing such facilities itself or for negotiating such arrangements with possible suppliers. To the extent that the Company is able to provide such arrangements, the dedicated portion of Direct Connect Access would be provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

## 3.3 Rate Categories

3.3.1 General

The following rate categories apply to Switched Access Service:

- 1) Tandem Connect Access
- 2) Direct Connect Access
- 3) End Office Switching
- 4) Toll-Free 8XX Data Base Access Service
- 3.3.2 Reserved for future use

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#### 3.3.3 Tandem Connect Access

The Tandem Connect Access rate category establishes the charges related to the transmission and Feature Group switching facilities between the Customer's tandem provider and the Company's End Office Switch(es) where the Customer's traffic originates and terminates.

## A. Tandem Switched Transport

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

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

### B. Common Transport Multiplexing

Common Transport 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. 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 remote switching system (RSS)/remote switching module (RSM).

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#### 3.3.4 Direct Connect Access

- A. The Direct Connect Access rate category establishes the charges related to transmission facilities between the Customer's Premises and the Company's End Office Switch(es) where the Customer's traffic originates and terminates.
- B. Direct Connect Access services are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

### 3.3.5 End Office Switching

The End Office Switching rate category establishes the charges related to the use of End Office Switching equipment, the termination and interconnection in the End Office of End User lines, the terminations of calls at Company Intercept Operators or recordings, Signaling Transfer Point (STP) costs, and SS7 signaling function between the end office and the STP.

# A. 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.

#### 3.3.6 Toll-Free Data Base Access Service

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

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## 3.3 Rate Categories, (Cont'd.)

3.3.6 Toll-Free Data Base Access Service, (Cont'd.)

# (1) Customer Identification Charge

The Toll Free Data Base Access Service Customer Identification Charge applies for the identification of the appropriate Interexchange Carrier Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio. The per query Customer Identification Charge is set forth in Section 4.1.5

## (2) Customer Delivery Charge

The Toll Free Data Base Access Service Delivery Charge applies for the delivery of the dialed Toll-Free ten-digit number. The charge is assessed to the Interexchange Carrier Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio. The per query Customer Delivery Charge is set forth in Section 4.1.5.

### (B) Toll Free Inter-Exchange Delivery Service

Toll Free Inter-Exchange Delivery Service is an access service in which the Company transports Toll Free traffic originated by a third party who is not an end user or other user of the Company's local exchange or exchange access service through its wire center to an Interexchange Customer. It provides for the use of the Tandem Switching, Tandem Termination, and Tandem Transport facilities of the Company. In a Toll Free Inter-Exchange Delivery Service call, the Company will not charge Carrier Common Line, Local End Office Switching, or End Office Port charges. The rates for Toll Free Inter-Exchange Delivery Service set forth in Section 4.1.5 are usage sensitive. Records exchange, rating, and billing for Toll Free Inter-Exchange Delivery Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

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### 3.3 Rate Categories, (Cont'd.)

- 3.3.6 Toll-Free Data Base Access Service (Cont'd)
  - (C) Pay Telephone Compensation

When a Toll-Free number is dialed from a payphone and carried over the Company's facilities to an Interexchange Carrier Customer, the interexchange Carrier Customer, or a successive carrier, may be responsible for compensating the Pay Telephone Service Provider ("PSP") in accordance with the rules prescribed by the Federal Communications Commission ("FCC"). If the Interexchange Carrier Customer is not capable of reporting and/or remitting Pay Telephone Compensation as prescribed by the FCC, it may contract with the Company to provide that service. Unless the Interexchange Carrier requests such service, no Pay Telephone Compensation charge will be assessed by the Company to the Interexchange Carrier.

# 3.4 Access Ordering

#### 3.4.1 General

- A. 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.
- B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:
  - (1) Customer name and Premises address(es);
  - (2) Billing name and address (when different from Customer name and address); and

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## 3.4 Access Ordering, (Cont'd.)

(3) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

#### 3.4.2 Access Service Date Intervals

- A. Access Service is provided with Standard or Negotiated Intervals.
- B. The Company will specify a firm order confirmation date and 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:
  - (1) For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are preexisting facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
  - (2) For service provided under a Negotiated 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 (6) months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:
    - (a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
    - (b) There is no existing facility connecting the Customer Premises with the Company; or

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## 3.4 Access Ordering, (Cont'd.)

- (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
- (d) The Company determines that Access Service cannot be installed within the Standard Interval.
- C. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

# 3.4.3 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. 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.

### 3.5 Special Construction or Special Service Arrangements

3.5.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 6 of this tariff.

## 3.6 Obligations of the Company

- 3.6.1 With regard to access services provided by the Company, specific Company responsibilities include, but are not limited to the following:
  - A. Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services.

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# 3.6 Obligations of the Company, (Cont'd.)

Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

B. Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

# 3.7 Obligations of the Customer

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

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# 3.7 Obligations of the Customer, (Cont'd.)

### A. Report Requirements

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

Jurisdictional Reports

When a Customer orders Switched Access Service that may be used for both interstate and intrastate traffic, the Customer is responsible for providing reports as set forth in Section 2.9.2, preceding. Charges will be apportioned in accordance with those reports.

### B. On and Off-Hook Supervision

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

# 3.8 Rate Regulations

#### 3.8.1 General

There are three types of rates and charges that apply to Switched Access Service provided by the Company. These are monthly recurring charges, usage charges, and nonrecurring charges.

## 3.8.2 Types of Charges

- A. Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.
- B. Recurring Charges are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.
- C. Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

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## 3.8 Rate Regulations, (Cont'd.)

#### 3.8.3 Measurement of Access Minutes

- A. When recording originating calls over Switched Access Service with multifrequency 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 Switched Access Service
  ends when the originating Switched Access Service entry switch receives
  disconnect supervision from either the originating End User's End Office
  (indicating that the originating End User has disconnected), or from the
  Customer's facilities, whichever is recognized first by the entry switch.
- B. For terminating calls over Switched Access Service 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 Switched Access Service ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- C. When recording originating calls over Switched Access Service 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 Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first.
- D. For terminating calls over Switched Access Service 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 Switched Access Service call usage ends when the entry switch receives or sends a release message, whichever occurs first.
- E. Mileage, where applicable, will be measured in accordance with standard industry practices.

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## 3.8 Rate Regulations, (Cont'd.)

- 3.8.3 Measurement of Access Minutes, (Cont'd.)
  - F. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

#### 3.8.4 Moves

- A. A move of services involves a change in the physical location of one of the following:
  - (1) The point of termination at the Customer's Premises, or
  - (2) The Customer's Premises
- B. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:
  - (1) Moves Within the Same Building

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

(2) Moves to a Different Building

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

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### 3.8.5 Installation of Optional Features

- A. If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.
- B. For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

### 3.8.6 Service Rearrangements

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's End User's premises. Changes, which result in the establishment of new minimum period obligations, are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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# **SECTION 4 – RATES AND CHARGES**

# 4.1 Rates and Charges

Unless otherwise specified, all charges shown apply to Switched Access Services provided on a Tandem Connect or Direct Connect basis.

4.1.1 Reserved for future use.

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### **SECTION 4 - RATES AND CHARGES**

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

### 4.1.2 Tandem Connect Access

1. Tandem Switched Transport

A.	Tandem Switched <sup>-</sup>	Fransport, per Minute
	Zone 1	See Note <sup>1</sup>
	Zone 2	See Note <sup>1</sup>
	Zone 3	See Note <sup>1</sup>
	Zone 4	See Note <sup>1</sup>
	Zone 5	See Note <sup>1</sup>

B. Tandem Switched Transport, per Minute, per Mile

Zone 1	See Note <sup>1</sup>
Zone 2	See Note <sup>1</sup>
Zone 3	See Note <sup>1</sup>
Zone 4	See Note <sup>1</sup>
Zone 5	See Note <sup>1</sup>

C. Tandem Switching, per Minute

Zone 1	See Note <sup>1</sup>
Zone 2	See Note <sup>1</sup>
Zone 3	See Note <sup>1</sup>
Zone 4	See Note <sup>1</sup>
Zone 5	See Note <sup>1</sup>

D. Common Transport Multiplexing, per Minute

Zone 1	See Note <sup>1</sup>
Zone 2	See Note <sup>1</sup>
Zone 3	See Note <sup>1</sup>
Zone 4	See Note <sup>1</sup>
Zone 5	See Note <sup>1</sup>

E. Common Trunk Port

Per Minute See Note<sup>1</sup>

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<sup>&</sup>lt;sup>1</sup>Company's Rates mirror AT&T Ohio, Frontier North and United Telephone d/b/a CenturyLink Rates for this service.

### **SECTION 4 – RATES AND CHARGES**

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

4.1.3 Direct Connect Access

[Reserved for Future Use]

4.1.4 End Office Switching

A. Local Switching

Per Minute See Note<sup>1</sup>

4.1.5 Toll-Free Data Base Access Service

Customer Identification Charge See Note<sup>1</sup>

Customer Delivery Charge See Note<sup>1</sup>

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<sup>&</sup>lt;sup>1</sup>Company's Rates mirror AT&T Ohio, Frontier North and United Telephone d/b/a CenturyLink Rates for this service.

# **SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES**

# 5.1 IntraLATA PIC Change Charge

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

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

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

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### SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

## 6.1 Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

All contracts will be filed with the Public Utility Commission of Ohio for approval.

# **6.2** Special Service Arrangements

- 6.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as ICB, the Company will provide, where practical and at its sole discretion, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.
- 6.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.
- 6.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

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### SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

# 6.4 Special Construction Charges

#### 6.4.1 General

- A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
  - (1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
  - of a type other than that which the Company would normally utilize in the furnishing of its services;
  - over a route other than that which the Company would normally utilize in the furnishing of its services;
  - in a quantity greater than that which the Company would normally construct:
  - (5) on an expedited basis;
  - (6) on a temporary basis until permanent facilities are available;
  - (7) involving abnormal costs;
  - (8) in advance of its normal construction; or
  - (9) when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.
- B. Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C. 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.

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