

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

# **DETARIFFING AND RELATED ACTIONS**

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD (Effective: 01/20/2011 through 05/20/2011)

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In the Matte	er of the Application of		_)	TRF Docket No. 9	0- <u>7279-</u>	1P-7K+	
to Detariff Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD			) ) )	Case No. 1/4/932 - TP - ATA  NOTE: Unless you have reserved a Case No. leave to fields BLANK.		lo, leave the "Cas	se No."
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	Registrant(s)						
Address of	Registrant(s) One Ba	arnes Park South					<del></del>
	Veb Address <u>WWW.CC</u>						
	Contact Person(s) Mic			Phone <u>203</u>	<u>-679-700</u> 4 Fax	<u>877-312-5</u>	<u>544</u>
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Tariff for Basic Local Exchange Service (BLES) other services required to be tariffed pursuant to 4901:1-6-11(A); detariffing of all other services			io o				
Ot	her changes required	by Chapter 4901:1-6					]
<u> (</u> D	escribe in detail in Ex	hibit C)					]
	the following exhibit	ts are required for all				2000	
Included	Identified As:	Description of Re	- <del>*</del>				
	Exhibit A	The existing affec				·	
	Exhibit B	The proposed revi					
Exhibit C Narrative summarizing all changes proposed in the application, and/or of information intended to assist Staff in the review of the Application.				other			
	Exhibit D	One-time custome 4901:1-06-07				<u> </u>	with rule
	Exhibit E	Affidavit that the Customers.	Custome	r Notice described	l in Exhibit C l	nas been ser	nt to
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# **AFFIDAVIT**

# Compliance with Commission Rules

I am an officer/agent of the applicant corporation, Michael Bradv , and am authorized to make this statement on its behalf.
I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.
I declare under penalty of perjury that the foregoing is true and correct.
Executed on (Date) Aug 30, 2011 at (Location) wallingford, CT
I declare under penalty of perjury that the foregoing is true and correct.   Executed on (Date)   Aug 30, 2011   at (Location)   Wallingford, CT     *(Signature and Title)   Durling Clumbs   (Date)   8   30/11     Exp. 2013     This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.
VERIFICATION
I, Michael Bradv verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.  *(Signature and Title)  *Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.
Send your completed Application Form, including all required attachments as well as the required number of copies, to:

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

Or

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

COMTECH21, LLC Ohio Tariff No. 1
Revised Page No. 1

TERMS AND CONDITIONS

RELATING TO THE PROVISION OF

LOCAL EXCHANGE SERVICES

IN THE STATE OF OHIO

# COMTECH21, LLC Ohio Tariff No. 1 Revised Page No. 2

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Revised Date: August 24, 2011 Effective Date: January 19, 2011

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#### APPLICATION OF TARIFF

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

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

# **EXPLANATION OF SYMBOLS**

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

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

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**EXPLANATION OF TERMS** 

ADVANCE PAYMENT

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

**AGENCY** 

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

**AUTHORIZATION CODE** 

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

**AUTHORIZED USER** 

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

**ATTENDANT** 

An operator of a PBX console or telephone switchboard.

**BUILDING** 

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

**CALL INITIATION** 

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

**CALL TERMINATION** 

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

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EXPLANATION OF TERMS (cont'd)

CENTRAL OFFICE

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

**CUSTOMER** 

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

DEPICING

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

**EMERGENCY** 

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

EMERGENCY SERVICE (ENHANCED 911)

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

**E911 SERVICE AREA** 

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

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# EXPLANATION OF TERMS (cont'd)

# E911 CUSTOMER

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

#### **ERROR**

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

#### **EXCHANGE**

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

#### **EXCHANGE ACCESS LINE**

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

#### FINAL ACCOUNT

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

# INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

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

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

#### LAST NUMBER REDIAL

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

### LATA

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

#### LOCAL CALL

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

#### LOCAL CALLING AREA

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

#### LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

## LOCAL SERVICE

Telephone exchange service within a local calling area.

#### MOVE

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

## PBX

A private branch exchange.

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# EXPLANATION OF TERMS (cont'd)

#### PREPAID ACCOUNT

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

#### PREPAID CALLING CARD

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

#### **PRESUBSCRIPTION**

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

#### PRIVATE BRANCH EXCHANGE SERVICE

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

#### PROMPT PAYMENT

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

## RATE CENTER

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

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# EXPLANATION OF TERMS (cont'd)

#### RECURRING CHARGES

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

#### SERVICE COMMENCEMENT DATE

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

#### SERVICE ORDER

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

#### SERVING CENTRAL OFFICE

The central office from which local service is furnished.

## SPEED CALLING

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

Ohio Tariff No. 1 Revised Page No. 13

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

# TELECOMMUNICATIONS RELAY SERVICE (TRS)

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

# TELECOM UNIT

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

#### TELEPHONE CALL

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

#### TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

#### **TOLL BLOCKING**

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

Ohio Tariff No. 1 Revised Page No. 14

# EXPLANATION OF TERMS (cont'd)

TOLL CALL

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

# UNDERLYING CARRIER

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

**USER** 

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

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

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

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

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

Ohio Tariff No. 1 Section 1 Revised Page No. 3

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

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

Ohio Tariff No. 1 Section 1 Revised Page No. 5

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

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

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

- 1. Local Exchange Service Regulations (cont'd)
  - 1.5 Liability of the Company
- C The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
  - (i) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
  - (ii) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
  - (iii) claims for loss of profit; or
  - (iv) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.
- D The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's exchange access lines. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

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

- 1. Local Exchange Service Regulations (cont'd)
  - 1.5 Liability of the Company
- Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.
  - 1.5.1 With Respect to Emergency Number 911 Service

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

Ohio Tariff No. 1 Section 1 Revised Page No. 9

- 1. Local Exchange Service Regulations (cont'd)
  - 1.5 Liability of the Company
    - 1.5.2 With Respect to Directory Listings
    - A In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
    - B An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:
      - (i) Free Listings: For free or non-charged published directory listings credit shall be given at the rate of three (3) times the monthly local service charge for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
      - (ii) Charge Listings: For each additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

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

- 1. Local Exchange Service Regulations (cont'd)
  - 1.5 Liability of the Company
    - 1.5.2 With Respect to Directory Listings (cont'd)
    - iii) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the corrected information shall be placed in the files of directory assistance and intercept operators within two business days of discovery.
    - (iv) Definitions: As used in paragraphs (i), (ii) and (iii) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or community different from the one provided to the Company.
    - (v) Notice: Such allowances or credits as specified in paragraphs (i) and ii) above, shall be given notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it was administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

Ohio Tariff No. 1 Section 1 Revised Page No. 11

- 1. Local Exchange Service Regulations (cont'd)
  - 1.6 Directory Listings
- A The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 1.5.2 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
  - 1.7 Obligations of the Customer
- A The Customer shall be responsible for:
  - (i) the payment of all applicable charges pursuant to this tariff;
  - (ii) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services.

Ohio Tariff No. 1 Section 1 Revised Page No. 12

- 1. Local Exchange Service Regulations (cont'd)
  - 1.7 Obligations of the Customer (cont'd)
    - 1.7.1 Claims
    - A With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:
      - (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
      - (ii) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services in a manner not contemplated by the agreement between the Customer and the Company.

Ohio Tariff No. 1 Section 1 Revised Page No. 13

- 1. Local Exchange Service Regulations (cont'd)
  - 1.7 Obligations of the Customer (cont'd)
    - 1.7.2 Station Equipment

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

Ohio Tariff No. 1 Section 1 Revised Page No. 14

- 1. Local Exchange Service Regulations (cont'd)
  - 1.7 Obligations of the Customer (cont'd)
    - 1.7.3 Interconnection of Facilities
    - A Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service, and the channels, facilities or equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.
    - B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers that are applicable to such connections.
    - C Services furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

Ohio Tariff No. 1 Section 1 Revised Page No. 15

- 1. Local Exchange Service Regulations (cont'd)
  - 1.7 Obligations of the Customer (cont'd)
    - 1.7.4 Inspections
    - A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in Section 1.8.2 for the installation, operation, and maintenance of Customer-provided facilities. No credit will be allowed for any interruptions occurring during such inspections.
    - B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services and personnel from harm. The Company will, upon request twenty-four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

Ohio Tariff No. 1 Section 1 Revised Page No. 16

- 1. Local Exchange Service Regulations (cont'd)
  - 1.8 Payment Arrangements

# 1.8.1 Payments and Billing

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

# 1.8.2 Late Charge

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

- 1. Local Exchange Service Regulations (cont'd)
  - 1.8 Payment Arrangements (cont'd)
    - 1.8.3 Disputed Bills
    - A The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
    - B The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
    - C The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

COMTECH21, LLC One Barnes Park South Wallingford, CT 06492 Toll Free: (877) 770-6621

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

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- 1. Local Exchange Service Regulations (cont'd)
  - 1.9 Discontinuance of Service
  - A Upon any termination of the communication service agreement, the listed directory number of the Customer may at the Company's discretion be returned to the Customer.
    - 1.9.1 Discontinuance of Service by the Company
    - A The Company may discontinue or suspend service to Customer upon seven (7) days prior written notice and no sooner than fourteen (14) days from due date on bill without incurring any liability for the following reasons:
      - (i) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or
      - (iii) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
      - (iv) Upon failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services.

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- 1. Local Exchange Service Regulations (cont'd)
  - 9.0 Discontinuance of Service (cont'd)
    - 1.9.1 Discontinuance of Service by the Company (cont'd)
    - B The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:
      - (i) In the event of tampering with the Company's equipment, facilities or property in any way; or
      - (ii) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or
      - (iii) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others.
    - C The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for any service(s) as requested by the Customer up to discontinuance of service.
    - D Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

Ohio Tariff No. 1 Section 1 Revised Page No. 20

- 1. Local Exchange Service Regulations (cont'd)
  - 1.9 Discontinuance of Service (cont'd)
    - 1.9.1 Discontinuance of Service by the Company (cont'd)
    - D For purposes of this section (1.10.1), all regulated telephone services provided by the Company shall be defined as local service.
    - E The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards.
    - F The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
    - G Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.

# 1.10 Restoral of Service

A An applicant for service who previously has been a customer of the utility and whose service was suspended because of nonpayment will be charged a \$30.00 and any outstanding charges prior to being reconnected.

COMTECH21, LLC

Ohio Tariff No. 1 Section 1 Revised Page No. 21

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

Ohio Tariff No. 1 Section 1 Revised Page No. 22

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

COMTECH21, LLC

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

# 2 Local Exchange Service Descriptions

#### General

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

Hocking

Jackson

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

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

Jefferson Adams Athens Lake Belmont Lawrence Brown Licking Lorain Butler Carroll Lucas Madison Champaign Clark Mahoning Clinton Medina Columbiana Meigs Miami Coshocton Monroe Cuyahoga Delaware Montgomery Erie Morgan Fairfield Muskingum Fayette Noble Franklin Ottawa Perry Gallia Geauga Pickaway Pike Greene Portage Guernsey Preble Hancock Harrison Ross Highland Sandusky

Shelby
Stark
Summit
Trumbull
Tuscarawas
Union
Vinton
Warren
Washington
Wayne
Wood
Wyandot

Revised Date: August 24, 2011 Effective Date: January 19, 2011

Scioto

Seneca

COMTECH21, LLC

Ohio Tariff No. 1 Section 2 Revised Page No. 3

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

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

# EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Aberdeen Aberdeen

Ripley

Akron Akron

Atwater
Greensburg
Hartville
Kent
Manchester
Mogadore
North Canton
Uniontown
Ravenna
Rootstown

Alliance Alliance

Atwater Canton Marlboro Sebring

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

Alton Columbus Met. Area

London

Arabia Arabia

Guyan Ironton Walnut

Atwater Akron

Atwater Alliance Kent Marlboro Ravenna Rootstown

Barnesville Barnesville

Beallsville Bethesda Somerton

Beallsville Beallsville

Barnesville Bethesda Clarington Somerton Woodsfield

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

Beavercreek Dayton Met. Area

Donnelsville

Enon Jamestown Medway New Carl

New Carlisle Spring Valley

Xenia

Bedford Cleveland Met. Area

Chesterland

Belfast Belfast

Hillsboro Marshall

Sugar Tree Ridge

Bellaire

Bellbrook Dayton Met. Area

Donnelsville

Enon Medway New Carlisle Spring Valley

Xenia

Belpre Belpre

Marietta

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

Berea Cleveland Met. Area

Chesterland

Bethesda Bethesda

Barnesville Beallsville Somerton

Bloomingburg Bloomingburg

Jeffersonville New Holland

Sedalia

Washington Ct. House

Bloomingville Bloomingville

Castalia Sandusky

Bowersville Bowersville

Jamestown Milledgeville

Xenia

Brecksville Cleveland Met. Area

Chesterland

Burton Burton

Chagrin Falls Cleveland Terrace

COMTECH21, LLC

Ohio Tariff No. 1 Section 2 Revised Page No. 7

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

## EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Canal Fulton Canal Fulton

Akron Canton Manchester Massillon North Canton

Canal Winchester Columbia Met. Area

Carroll Lancaster

Canfield Canfield

North Jackson North Lima

Salem

Youngstown

Canton Canton

Alliance

Canal Fulton Hartville Louisville Magnolia Waynesburg Marlboro Massillon Navarre North Canton

COMTECH21, LLC

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

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Carroll Carroll

Bloomingville Sandusky

Cedarville Cedarville

Jamestown Pitchin South Solon South Charleston

Yellow Springs - Clifton

Xenia

Centerville Dayton Met. Area

Donnelsville

Enon Medway Franklin New Carlisle Spring Valley

Chagrin Falls Burton

Cleveland Met. Area

Chesterland

Cheshire Cheshire

Gallipolis Vinton

Chesterland Chesterland

Cleveland Met. Area

Kirtland

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

Carroll Carroll

Bloomingville

Sandusky

Castalia Castalia

Bloomingville

Sandusky

Cedarville Cedarville

Jamestown Pitchin South Solon South Charleston

Yellow Springs - Clifton

Xenia

Centerville Dayton Met. Area

Donnelsville

Enon Medway Franklin New Carlisle Spring Valley

Chagrin Falls Burton

Cleveland Met. Area

Chesterland

Cheshire Cheshire

Gallipolis Vinton

Chesterland Chesterland

Cleveland Met. Area

Kirtland

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

Conesville Conesville

Coshocton Dresden

West LaFayette

Corning Corning

New Lexington

Shawnee

Coshocton Coshocton

Conesville

West LaFayette

Dalton Dalton

Massillon

Danville Danville

Hillsboro

Sugar Tree Ridge

Dayton Met. Area

Donnelsville

Enon
Franklin
Jamestown
Medway
Middletown
New Carlisle
Spring Valley

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

Dayton Yellow Springs-Clifton

Xenia

Donnelsville Donnelsville

Dayton Met. Area

Enon Medway New Carlisle North Hampton Springfield

Dresden Dresden

Conesville Zanesville

Dublin Columbus Met. Area

Duffy Duffy

Clarington Graysville

New Matamoras

Woodsfield

East Liverpool East Liverpool

Lisbon Rogers Salineville Wellsville

COMTECH21, LLC

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

### EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

East Palestine East Palestine

Columbiana

Lisbon

New Waterford

Rogers Salem

Youngstown

Enon Enon

Dayton Met. Area Donnelsville

Springfield

Yellow Springs-Clifton

Fairborn Dayton Met.Area

Donneslville

Enon Medway New Carlisle Spring Valley

Yellow Springs-Clifton

Findlay Findlay

Fletcher - Lena Fletcher - Lena

Christiansburg

Piqua

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

Fostoria Fostoria

New Riegal

Franklin Dayton

Franklin

Miamisburg-West

Carrollton Middletown

Fremont Fremont

Lindsey

Fultonham Fultonham

New Lexington

Roseville Somerset Zanesville

Gahanna Columbus Met. Area

Gallipolis Gallipolis

Cheshire Guyan Rio Grande Vinton Walnut

Gates Mills Cleveland Met. Area

Chesterland Kirtland Mentor

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

Girard Girard

Hubbard Niles

Youngstown

Glenford Glenford

New Lexington

Somerset Thornville

Gnadenhutten Gnadenhutten

Newcomerstown Uhrichsville

Graysville Graysville

Duffy Lewisville

New Matamoras

Woodsfield

Greensburg Greensburg

Akron Manchester North Canton Uniontown

Grove City Columbus Met. Area

Groveport Columbus Met.

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

Guyan Guyan

Arabia Gallipolis Walnut

Harrisburg Columbus Met. Area

London

Hartville Hartville

Akron
Canton
Louisville
Marlboro
North Canton
Uniontown

Hillcrest Cleveland Met. Area

Chesterland Kirtland

Hilliard Columbus Met. Area

Hillsboro Hillsboro

Belfast Danville Marshall Rainsboro

Sugar Tree Ridge

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

Holland Toledo Met. Area

Hubbard Hubbard

Girard Lowellville Youngstown Sharon

Independence Cleveland Met. Area

Chesterland

Ironton Ironton

Arabia

Jamestown Jamestown

Beavercreek Bowersville Cedarville Dayton Jeffersonville Milledgeville South Solon

Xenia

Jeffersonville Jeffersonville

Bloomingburg Jamestown Milledgeville Sedalia South Solon

Washington Ct. House

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

Kent Kent

Akron Atwater Mantua Mogadore Ravenna Rootstown

Kirtland Kirtland

Chesterland Gates Mills Hillcrest Mentor Painesville Terrace Wickliffe Willoughby

Lancaster Lancaster

Canal Winchester

Carroll Rushville Sugar Grove

Leetonia Leetonia

Lisbon Columbiana Salem

Youngstown

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

Leroy Leroy

Cleveland Mentor Painesville Willoughby

Lewisville Lewisville

Graysville Woodsfield

Lindsey Lindsey

Fremont

Lisbon Lisbon

Columbiana East Liverpool East Palestine

Leetonia Rogers Salem Salineville Wellsville New Waterford

Lockbourne Columbus Met. Area

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

London London

Alton Columbus Harrisburg Sedalia

South Charleston South Solon South Vienna West Jefferson

Louisville Louisville

Canton Hartville North Canton

Lowellville Lowellville

Hubbard North Lima Youngstown

Magnolia-Waynesburg Magnolia-Waynesburg

Canton

Manchester Manchester

Akron

Canal Fulton Greensburg

Mantua Mantua

Kent

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

Ravenna

Marietta Marietta

Newport Belpre

New Matamoras

Marlboro Marlboro

Alliance Atwater Canton Hartville Rootstown

Marshall Marshall

Belfast Hillsboro Rainsboro

Martins Ferry- Bridgeport

Massillon Massillon

Canal Fulton

Canton Dalton Navarre North Canton

Maumee Toledo Met. Area

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

Medway Medway

Dayton Met. Area Donnelsville New Carlisle Springfield

Mentor Mentor

Gates Mills Kirtland Leroy Painesville Wickliffe Willoughby

Miamisburg-West Dayton Met. Area

Donnelsville

Enon Franklin Medway New Carlisle Spring Valley

Middletown Middletown

Dayton Franklin Monroe Trenton Milledgeville

Milledgeville Milledgeville

Bowersville Jamestown Jeffersonville

Washington Ct. House

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

Mingo Junction Mingo Junction

Steubenville

Mogadore Mogadore

Akron Kent

Uniontown

Monroe Monroe

Middletown

Trenton

Montrose Cleveland Met. Area

Murray City Murray City

Nelsonville Shawnee

Navarre Navarre

Canton Massillon

Nelsonville Nelsonville

Murray City Shawnee

New Albany Columbus Met.

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

New Carlisle New Carlisle

Christiansburg
Dayton Met. Area
Donnelsville
Medway

North Hampton Springfield

Newcomerstown Newcomerstown

Gnadenhutten West LaFayette

New Holland New Holland

Bloomingburg

Washington Ct. House

New Lexington New Lexington

Corning Fultonham Glenford Roseville Shawnee Somerset Thornville Zanesville

New Matamoras New Matamoras

Duffy Graysville Marietta Newport

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

Newport Newport

Marietta

New Matamoras

New Riegel New Riegel

Fostoria Tiffin

New Waterford New Waterford

Columbiana East Palestine

Rogers Lisbon

North Lima Youngstown

Niles Niles

Girard

North Jackson Youngstown

North Canton North Canton

Akron

Canal Fulton

Canton Greensburg Hartville Louisville Massillon Uniontown

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

North Hampton North Hampton

Christiansburg Donnelsville New Carlisle Springfield Tremont City

North Jackson North Jackson

Canfield Niles

Youngstown

North Lima North Lima

Canfield Columbiana Lowellville Youngstown New Waterford

North Royalton Cleveland Met. Area

Chesterland

Norwich Norwich

Philo Zanesville

Olmsted Falls Cleveland Met. Area

Chesterland

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

Painesville Painesville

Kirtland Leroy Mentor Willoughby

Perrysburg Toledo Met. Area

Philo Philo

Norwich Roseville Zanesville

Piqua Piqua

Fletcher-Lena Pitchin Cedarville

South Charleston

Springfield

Yellow Springs-Clifton

Rainsboro Rainsboro

Hillsboro Marshall

Ravenna Akron

Atwater Ravenna Kent Mantua Rootstown

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

Reynoldsburg

Columbus Met. Area

Rio Grande

Rio Grande Gallipolis Vinton Walnut

Ripley

Ripley Aberdeen

Rogers

Rogers Columbiana East Liverpool East Palestine Lisbon

New Waterford

Rootstown

Rootstown Atwater Kent Marlboro Ravenna Akron

Roseville

Roseville Fultonham New Lexington

Philo Zanesville

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

Rushville Rushville

Lancaster Somerset Thornville

St. Clairsville Bethesda

Salem Canfield

East Palestine

Salem Columbiana Leetonia Lisbon Youngstown

Salineville Salineville

East Liverpool

Lisbon Wellsville

Sandusky Sandusky

Bloomingville

Castalia

Sebring Sebring

Alliance

Sedalia Sedalia

Bloomingburg Jeffersonville London South Solon

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

Sharon Sharon

Hubbard Youngstown

Shawnee Shawnee

Corning Murray City Nelsonville New Lexington

Somerset Somerset

Fultonham Glenford

New Lexington

Rushville Thornville

Somerton Somerton

Barnesville Beallsville Bethesda Woodsfield

South Charleston South Charleston

Cedarville London Pitchin

South Solon South Vienna Springfield

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

South Solon South Solon

Cedarville Jamestown Jeffersonville London Sedalia

South Charleston

South Vienna South Vienna

London

South Charleston Springfield

Springfield Springfield

Donnelsville

Enon Medway New Carlisle North Hampton

Pitchin

South Charleston South Vienna Tremont City

Yellow Springs-Clifton

Spring Valley Spring Valley

Dayton Met. Area

Xenia

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

Steubenville Steubenville

Mingo Junction

Toronto

Strongsville Cleveland Met. Area

Chesterland

Sugar Grove Sugar Grove

Lancaster

Sugar Tree Ridge Sugar Tree Ridge

Belfast Danville Hillsboro Winchester

Terrace Cleveland Met. Area

Burton Chesterland Kirtland

Thornville Thornville

Glenford

New Lexington Rushville Somerset

Tiffin Tiffin

New Riegel

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

Toledo Toledo Met. Area

Toronto Toronto

Steubenville Wellsville

Tremont City Tremont City

North Hampton Springfield

Trenton Trenton

Middletown Monroe

Trinity Cleveland Met. Area

Chesterland

Uhrichsville Uhrichsville

Gnadenhutten

Uniontown Uniontown

Akron Greensburg Mogadore Hartville North Canton

Upper Sandusky Upper Sandusky

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

Vandalia Dayton Met. Area

Donnelsville

Enon Medway New Carlisle Spring Valley

Victory Cleveland Met. Area

Chesterland

Vinton Vinton

Cheshire Gallipolis Rio Grande

Walnut Walnut

Arabia Gallipolis Guyan Rio Grande

Washington Ct. House Washington Ct. House

Bloomingburg Jeffersonville Milledgeville New Holland

Wellsville Wellsville

East Liverpool

Lisbon Salineville Toronto

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

Westerville Columbus Met. Area

West Jefferson Columbus Met.

London

West LaFayette West LaFayette

Conesville Coshocton Newcomerstown

Whitehouse Toledo Met.

Wickliffe Cleveland Met. Area

Chesterland Kirtland Mentor

Willoughby Cleveland Met. Area

Chesterland Kirtland Leroy Mentor Painesville

Winchester Winchester

Sugar Tree Ridge

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

Woodsfield Woodsfield

Beallsville Clarington Duffy Graysville Lewisville Somerton

Worthington Columbus Met. Area

Xenia Xenia

Beavercreek
Bellbrook
Bowersville
Cedarville
Jamestown
Spring Valley
Yellow SpringsClifton Dayton

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

Yellow Springs-Clifton Yellow Springs-Clifton

Cedarville Enon Fairborn Pitchin Xenia Springfield Dayton

Zanesville Zanesville

Dresden Fultonham Norwich Philo Roseville

New Lexington

Pitchin Pitchin

Cedarville

South Charleston Springfield

Yellow Springs-Clifton

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

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

Montrose

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

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

Harrisburg

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

Dayton Fairborn

Beavercreek Miamisburg-West Carrollton

Bellbrook Vandalia

Centerville

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

Toledo Holland Maumee Perrysburg

Whitehouse

- 2. Local Exchange Service Descriptions (cont'd)
  - 2.2 Service Conversion Fees
  - A Customers will be assessed a non-recurring fee for converting existing lines to the Company's service.
    - 2.2.1 Service Conversion Waiver
    - A Customers who opt for a term plan agreement are eligible for 100% waiver of Service Conversion Charges.
  - 2.3 Installation Fees
  - A A non-recurring installation fee will be assessed when a new line is added to a new or existing account.
- 2. Local Exchange Service Descriptions (cont'd)
  - 2.4 Directory Listings
  - 2.4.1 Description

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

- (i) Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;
- (ii) Additional Listings. Additional listings are available only in the names of authorized Users of the Customer's service, as defined herein;
- (iii) Non-Published Listings. Nonpublished listing are not printed in directories nor e they available from directory assistance. Nonpublished listings are subject to the provisions set forth in Sections 1.5.2 and 1.6:
- (iv) Non-Listed Numbers. Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listings are available from directory assistance;
  - (v) Foreign Listing. A foreign listing is one which is published in a directory not in the Customer's immediate calling area;

- 2. Local Exchange Service Descriptions (cont'd)
  - 2.4 Directory Listings (cont'd)
  - 2.4.1 Description (cont'd)
    - (vi) Extra Line Listings. Provides additional information after a main or additional listings.
    - (vii) Cross Reference Listing. This provides a reference to another listing in the same directory.
- 2. Local Exchange Service Descriptions (cont'd)
- 2.5 Directory Assistance
  - A The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A monthly allowance of one call to Directory Assistance per account is allowed at no charge. A maximum of two number requests per call will be allowed.
  - B The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.
  - 2.6.1 Directory Assistance Credits
  - A Credit will be given for calls to Directory Assistance as follows:
    - (i) The Customer experiences poor transmission or is cut-off during the call; or
    - (ii) The Customer is given the incorrect telephone number.
  - B To obtain credit, the Customer must contact its Customer Service representative.

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- 2 Service Description (cont'd)
  2.6 Operator Services
  2.6.1 General
  - A The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:
    - (i) Third Party Billing. Provides the Customer with the ability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator;
    - (ii) Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator; (iii) Calling Cards. Provides the Customer with the capability of placing a call using a credit card of an interexchange carrier with or without the assistance of an operator;
    - (iv) Person to Person. Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party;
    - (v) Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.