

**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)

In the Matter of the Application of Budget Prepav. Inc )  
to Detariff Services and make other changes related to the )  
Implementation of Case No. 10-1010-TP-ORD )

TRF Docket No. 90- 9218

Case No. 14- 505-TP - ATA

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) Budget Prepav. Inc

DBA(s) of Registrant(s) Budget Phone

Address of Registrant(s) 1325 Barksdale Blvd. Suite 200 Bossier City, Louisiana 71111

Company Web Address www.budgetphone.com/

Regulatory Contact Person(s) Robin Enkev Phone 318671-5784 Fax 318-671-5024

Regulatory Contact Person's Email Address robine@budgetprepav.com

Contact Person for Annual Report David Donahue Phone 318-671-5706

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Robin Enkev

Phone 318.671.5784

Address (if different from above) \_\_\_\_\_

**Part I – Tariffs**

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

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

Carrier Type	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Part II – Exhibits**

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input checked="" type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

**Part III. – Attestation**

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

**AFFIDAVIT**

***Compliance with Commission Rules***

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

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) 9/12/11 at (Location) Bossier City, Louisiana

\*(Signature and Title) /s/ Robin Enkev (Date) 9/12/11

- *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, Robin Enkev

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) /s/ Robin Enkev (Store Development Manager) (Date) 9/12/11

*\*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***

# **EXHIBIT A**

**Existing Budget Prepay, Inc. PUCO Tariffs 3 & 4.**

*This tariff, Ohio Tariff No.4, issued by Budget PrePay, Inc. d/b/a Budget Phone,  
replaces in their entirety the Company's  
Ohio Tariff No. 1 and Ohio Tariff No. 3*

TITLE SHEET

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL AND INTEREXCHANGE SERVICE

WITHIN THE STATE OF OHIO

This tariff describes the terms, conditions, services and rates applicable to the provision of local and interexchange telecommunications services regulated and tariffed in accordance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available for viewing at the Company's principal place of business at 1325 Barksdale Blvd., Suite 200, Bossier City, LA 71111 or by contacting the Company by calling 888-424-5588 or via email at [info@budgetprepay.com](mailto:info@budgetprepay.com).

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CHECK SHEET

All tariff pages are effective as of the date shown at the bottom of the respective page(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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

\* - indicates those pages included with this filing

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Issued: March 31, 2010

Effective: April 30, 2010

Molly Vance, Comptroller  
Budget PrePay, Inc. d/b/a Budget Phone  
1325 Barksdale Blvd., Suite 200  
Bossier City, LA 71111

OHf1001

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TABLE OF CONTENTS

TITLE PAGE .....	Cover	
CHECK SHEET.....	1	
TABLE OF CONTENTS.....	2	
EXPLANATION OF SYMBOLS AND REFERENCE MARKS .....	3	
APPLICATION OF TARIFF .....	4	
SECTION I- DEFINITIONS .....	5	
SECTION 2 – REGULATIONS.....	9	
SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES.....	34	
SECTION 4 - RESERVED FOR FUTURE USE .....	49	(T)
SECTION 5 – TOLL SERVICES.....	59	
SECTION 6 – SERVICE AREAS .....	60	
SECTION 7 – PROMOTIONS.....	61	(N)

### EXPLANATION OF SYMBOLS AND REFERENCE MARKS

The following symbols shall be used in this tariff for the purpose 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
- T      To indicate a change in text but no change in rate or regulation

#### APPLICATION OF TARIFF

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing local exchange and interexchange services by Budget PrePay, Inc. d/b/a Budget Phone to customers within the State of Ohio. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

The tariff describes the Company's terms, conditions, services and rates applicable to the provision of local and interexchange telecommunications services regulated in accordance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

Descriptions and rates for detariffed service offerings are found in the Company's Price Guide, available for viewing at the Company's principal place of business at 1325 Barksdale Blvd., Suite 200, Bossier City, LA 71111 or by contacting the Company by calling 888-424-5588 or via email at [info@budgetprepay.com](mailto:info@budgetprepay.com).

The Company is subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4901:1-5-03 of the Ohio Administrative Code.



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## SECTION I - DEFINITIONS

**Account Number:** Customer's telephone number is the account number

**Advance Payment:** A Payment that may be required by a local service provider as a means of compensation for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

**Application for Service:** A standard order form that includes all pertinent billing, technical, and other descriptive information that will enable Company to provide telecommunication service.

**Authorized User:** A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

**Basic Local Service Charge:** The charge to provide local dial tone service, without taxes, fees or toll calls included.

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

**Commission:** Ohio Public Utilities Commission, unless specifically stated otherwise.

**Company:** Budget Phone, Inc, which is the issuer of this tariff.

**Competitive Local Carrier (CLC):** Denotes a common carrier that is issued the appropriate Certificate to provide local exchange telecommunications service.

**Customer:** The person, firm, corporation or entity that orders service, uses and/or is responsible for the payment of charges and for compliance with the Company's tariff regulations.

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SECTION I – DEFINITIONS (CONT'D.)

Customer-Provided Equipment: Terminal equipment, as defined herein, provided by Customer.

Demarcation Point: The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

Disconnection: The disconnection of a circuit, dedicated access line, or pod connection being used for existing service.

End-User: Any person, firm, corporation, partnership, or other entity that uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

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.

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

Exchange Service: The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

Holidays: Holidays observed by the Company as specified on this tariff.

Incumbent Local Exchange Carrier (ILEC): A local exchange carrier, including successors and assigns that is certified by the commission and was providing basic local exchange service on February 8, 1996.

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

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SECTION I – DEFINITIONS (CONT'D.)

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No.82-0192 for the provision and administration of communications services.

Local Calling: A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

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 Service: Service that provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff

Local Service Area: That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time dial tone is achieved.

Premises: Customer premises are all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

(Premises) Inside Wire: Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

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SECTION I – DEFINITIONS (CONT'D.)

**Prepaid Account:** An inventory of 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, which enable 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).

**Recurring Charges:** The monthly charges to the Customer for services, facilities and/or 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 or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

**Service Order:** The written or verbal request for local exchange services requested by the Customer and the Company in a format specified by the Company. The acceptance of the Customer and the Company of a verbal service order and/or the signing of a written Service Order by the Customer and acceptance thereof 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. Service Order may also be referred to as Customer Service Agreement.

**Services:** The Company's local telecommunications services offered to the Customer.

**Station:** Telephone equipment from or to which calls are placed.

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

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

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## SECTION 2 – REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Ohio.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, 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.

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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.2 Terms and Conditions

- (A) An application for services, whether made orally or in writing, establishes the contract between the customer and the Company on the terms and conditions set forth in this tariff. The Company does not foresee any reason it would deny a customer service so long as the customer complied with Section 4901:1-5 of the Ohio Administrative Code.
- (B) 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.
- (C) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable 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.

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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.2 Terms and Conditions (Cont'd.)

- (D) Customers may be required to enter into written service orders that 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 may also be required to provide and/or execute other documents as may be reasonably requested by the Company such as medical expedites and Safe \*way eligibility forms.
- (E) At the expiration of the initial month, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Customers may request disconnection verbally or in writing. The company will provide written notice in compliance with Chapter 4901:1-5 of the Ohio Administrative Code to the customer prior to the disconnection of service. Such disconnection shall not relieve the customer of the obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination which would include any past due bills, plus the pro rated amount due for service provided to date, any toll charges and directory assistance charges.
- (F) Service is provided on a monthly basis. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein. The prorating of bills for partial monthly service will be calculated on this basis.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.2 Terms and Conditions (Cont'd.)

- (G) This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provisions.
- (H) 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.
- (I) The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment.
- (J) Service may be terminated in accordance with Chapter 4901:1-5 of the Ohio Administrative Code
- (K) No other telecommunications provider may interfere with the right of any person or entity to obtain service directly for the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.



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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 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, or other defects, representations, or use of these services or damages arising out of the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances for interruptions in service 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, special, incidental, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or acts or omissions or negligence of the Company's employees or agents. The limitation of liability contained herein will be in compliance with the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code
- (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, if any, shall be limited as provided herein. The limitation of liability contained herein will be in compliance with Chapter 4901:1-5 of the Ohio Administrative Code.

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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Liability of the Company, (Cont'd.)

- (C) The Company shall be indemnified and saved harmless by the Customer from and against any claim, loss, or damage arising from the use of service offered under this tariff, involving:
- .1 claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
  - .2 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
  - .3 claims for loss of profit; or;
  - .4 all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Liability of the Company, (Cont'd.)

- (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 Customer, 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..

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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Liability of the Company, (Cont'd.)

(E) THE COMPANY MAKES NOT WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

(F) With respect to Emergency Telephone Number Service (911, E911):

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the use of 911 Service. Under the terms of this tariff the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold the Company harmless from any and all losses or claims whatsoever, whether suffered, made instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold the Company harmless for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its users, agencies or municipalities, or the employees or agents of a one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Liability of the Company, (Cont'd.)

(G) With Respect to Directory Listings

The Company will comply with Chapter 4901:1-5 of the Ohio Administrative Code.

1. 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 directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
2. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:
  - a. 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.
  - b. Charge Listings: For each additional or charge published directory listings, credit shall be give 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.
  - c. Operator Records: For free or charge listings obtainable form 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.

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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Liability of the Company, (Cont'd.)

(G) With Respect to Directory Listings, (Cont'd)

2. (Cont'd)

- d. Definitions: As used in paragraphs a, b and c. 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.
- e. Notice: Such allowances or credits as specified in paragraphs a. and b. 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.

(H) 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.

(I) Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Provision of Equipment and Facilities

- (A) The Company shall use 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 and shall install service in accordance with Rule 4901:1-5 of the Ohio Administrative Code.
- (B) The Company shall use reasonable efforts to maintain only facilities and/or equipment that it furnishes to the Customer, The customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Company.
- (D) Equipment that the Company provides or installs at the customer premises for use in connection with the services offered by the Company shall not be used for any purpose other than that for which it was provided by the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment its connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
  - 1. The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - 2. The reception of signals by Customer provided equipment; or
  - 3. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Service Affecting Activities

The Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activity may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

2.1.6 Universal Emergency Telephone Number Service (911, E911)

- (A) This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- (B) 911 information consisting of the name, address and telephone number(s) of customers is confidential. The Company will release such information only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
- (C) The 911 calling party, by dialing 911, waives the privacy afforded by unlisted and nonpublished service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.
- (D) After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point,



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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in 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 Customers request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. If such service is requested a good faith estimate of the charges will be provided.

2.1.8 Ownership of Facilities

Title to any facilities or equipment provided in accordance with this tariff remains with the provider of such facilities or equipment, whether it is the Company, the underlying carrier, or their agents or contractors.

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SECTION 2 – REGULATIONS (CONT'D.)

2.2 Prohibited Uses

- 2.2.1 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.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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SECTION 2 – REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- (A) The payment of all applicable charges pursuant to this tariff;
- (B) Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- (C) Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cablebuilding entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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SECTION 2 – REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (D) above; 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;
- (G) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Indemnification of the Company by Customer(s)

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

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

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SECTION 2 – REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer or user may transmit or receive information or signals via the facilities of the Company. 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 guarantee that its service will be suitable for purposes other than voice-grade telephonic communications except as specifically stated in this tariff.

2.4.2 Station Equipment

2.4.2.1 The user is responsible for providing and maintaining any terminal equipment on the user's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the user. 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.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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SECTION 2 – REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- (B) Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. 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.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2 – REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 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 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will comply with MTSS Rule 17 in reference to disconnection.

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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements

The following provisions shall apply to the extent that these provisions do not conflict with the Commission's Rules in which event the Commission's Rules win govern.

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service or facilities furnished by the Company to the Customer and to all users authorized by the customer, regardless of whether those services are used by the customer itself or are resold to or shared with other persons.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer. The Company will comply with Section 4901:1-5 of the Ohio Administrative Code in reference to the billing and collection of charges.

- (A) All service, monthly recurring charges and nonrecurring charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill. Prompt payment discount will be lost five days after the due date on the invoice. (C)  
(D)
- (B) The Company shall present bills for recurring charges monthly to the customer, in advance of the month which service is provided. Usage charges will be billed in arrears.
- (C) Once service is established, Customer forfeits all prepaid monthly recurring charges upon cancellation of service by Customer. (C)
- (D) Amounts not paid by the due date on the bill are considered past due. (T)
- (E) Checks with insufficient funds or non-existing accounts will be assessed an additional fee as outlined in the Services and Rates sections of this tariff.



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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd)

Before restoring service, the Company at its option may require one or more of the following: (a) Payment of the total amount due on all of the customer's delinquent and shutoff accounts for basic local exchange service owed to the provider; or (b) An arrangement or settlement agreement requiring the payment of all amounts owed to the provider for basic local exchange service.

- (A) If a customer has an outstanding balance for toll services the Company may refuse to allow access to such services until the outstanding balance has been paid or another carrier has agreed to acquire the customer as a client. The Company will comply with Section 4901:1-5 of the Ohio Administrative code with reference to this topic.

SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills

(A) All bills are presumed accurate, and shall be binding upon the customer, unless the Company receives written or oral notice of the disputed charge.

(B) Late Payment Charge

1. The Company does not bill a late fee as service is provided on a prepaid basis. (C)
2. The Prompt Payment Discount will be lost if bill remains unpaid five (5) days after the due date on the invoice. (C)

(C) Adjustments or Refunds to the Customer

Subscriber billing adjustments for service will local exchange service will be in accordance with Chapter 4901:1-5 of the Ohio Administrative Code

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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills (Cont'd.)

(D) Unresolved Billing Disputes

In the case of a billing dispute between the customer and the Company for service furnished to the customer, which cannot be settled to the mutual satisfaction of the customer and the Company, the customer can take the following course of action:

1. First, the customer may request and the Company will provide an in-depth review of the disputed amount by making an oral or written request to the address below:

Budget Phone, Inc.  
Attn: Customer Service  
1325 Barksdale Blvd., Suite 200  
Bossier City, LA 71111  
Toll Free (888) 424-5588

2. Second, 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 Ohio Public Utility Commission (PUCO). in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Service Monitoring and Enforcement Department  
Public Utility Commission of Ohio  
180 East Broad Street, Tenth Floor  
Columbus, Ohio 43215-3793  
Toll Free Telephone: 800-686-7826  
TTY Toll Free Telephone: 800-686-1570

From 8:00 AM to 5:30 PM (EST) weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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

Toll Free Telephone: 877-742-5622

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

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SECTION 2 – REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.4 Denial or Disconnection of local and toll service

Discontinuance of Service will be made in accordance with Chapter 4901:1-5-of the Ohio Administrative Code.

2.5.5 Cancellation of Application for Service

When a customer cancels 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:

Where the Company has notified a customer or prospective customer of die possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

2.6 Allowances for Interruptions in Service will be made in accordance with Chapter 4901:1-5 of the Ohio Administrative Code.

2.7 Customer Liability for Unauthorized Use of the Network shall be in accordance with Chapter 4901:1-5 of the Ohio Administrative Code.

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SECTION 2 – REGULATIONS (CONT'D.)

2.8 Transfer and Assignments

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

Assignment of or transfer of service from one individual to another:

- charges for this are outlined in Services and Rates Sections of this Tariff.
- charges do not apply when transferring service to another individual who is a member of the same family

2.9 Notices and Communications

2.9.1 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.

2.9.2 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 each bill for service to which the Customer shall mail payment on that bill,

2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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

2.9.5 The Company shall notify the Commission of any special promotions it plans to offer,

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SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES

3.1. Type of Service Offered

- 3.1.1 The Company provides switched, telephonic quality voice and data transmission services that enable Users to communicate on a real time basis between points within local calling areas in the State of Ohio, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.
- 3.1.2 Local Exchange Service provides the Customer with a single, touchtone, voice-grade telephone communications channel that can be used to place or receive one call at a time. Standard Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. This service requires no customer depositor credit check and does not require all payments to be made in cash.
- 3.1.3 Most charges for Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer.

(D)

(D)

The Company's local exchange telephone switching network which has the capability of providing:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access Telecommunication Relay Service;
- access to operator services
- access directory assistance
- place or receive 800/888 telephone calls
- access the interchanges carrier of choice that provides direct billing to the end-user for interLATA, intraLATA, interstate or international calling

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.2 Prepaid Local Exchange Services

3.2.1 Terms and Conditions

- (A) Budget Phone, Inc. provides prepaid service in the state of Ohio and requires that the Customer pay the first month's basic local service plus the Federal Line Charge in advance of the provisioning of dial tone. No customer deposits will be required at this time.
- (B) Before a new customer can receive dial-tone, they must first pay for the first month's service for each access line and the activation fee.

(C)

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.2 Prepaid Local Exchange Services, (Cont'd.)

3.2.2 Customer Eligibility Criteria\* (T)

New customers are eligible for Company plans if they meet the following requirements: (T)

- A. Where applicable, Customers must subscribe to Budget Phone Local and Long Distance service for both intra and interstate long distance service (T)
- B. Plans are for voice service only and cannot be used for any use deemed inconsistent with residential use by Budget Phone as outlined in E below. (T)
- C. Plans are not available to customers with an account that bills to another number or is the recipient of charges billed from another number. (T)
- D. Customer lines associated with educational institutions (colleges, universities, etc) or businesses are not eligible for these plans. (T)

\* Service can only be purchased in conjunction with Unregulated and/or Detariffed Services. Full descriptions and rates for these services are available in the Company's Pricing Guide.



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SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.2 Prepaid Local Exchange Services, (Cont'd.)

3.2.2 Customer Eligibility Criteria\*, (Cont'd.)

- E. If Budget Phone determines that usage is not consistent with typical residential customer usage, the customer, at the sole discretion of the Company, may be subject to additional charges, loss of unlimited access to long distance service, or to an alternate plan. Budget Phone will provide notification of pending changes in a manner consistent with the requirements of the Commission. Notification will include contact information and will inform the customer of the steps necessary to move to an alternate service arrangement. (T)

- F. Budget Phone reserves the right to verify that the customer meets the eligibility requirements. Customers who do not or no longer meet the eligibility requirements will not be eligible for these plans. (D)  
-----  
(D)  
(T)  
(T)

\* Service can only be purchased in conjunction with Unregulated and/or Detariffed Services. Full descriptions and rates for these services are available in the Company's Pricing Guide.

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SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.2 Prepaid Local Exchange Services, (Cont'd.)

3.2.3 Budget Phone Deluxe Prepaid Plan\*

(T)

The Budget Phone Deluxe Prepaid Package is a bundled pre-paid plan offered to all residential customers in the AT&T and Verizon exchanges of Ohio as defined by the Incumbents tariff on file with the Commission and includes: a) a residence dial tone line on a flat rate basis, (b) the following two (2) Custom Calling Features: Caller ID and Call Waiting <sup>1</sup>.

(C)

(C)

<sup>1</sup> Customers subscribed to service prior to April 30, 2010 receive Caller ID, Call Waiting and Three Way Calling. Custom Calling Features are offered where facilities and equipment allow. All features may not be available in all central office switches.

(N)

(N)

\* Service can only be purchased in conjunction with Unregulated and/or Detariffed Services. Full descriptions and rates for these services are available in the Company's Pricing Guide.

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SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.2 Prepaid Local Exchange Services, (Cont'd.)

[Reserved for Future Use]

(D)

(D)

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SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.2 Prepaid Local Exchange Services, (Cont'd.)

3.2.4 Budget Phone Basic Plan \* (T)

Basic Plan is a bundled pre-paid plan available to all residential customers residing in the AT&T and Verizon North exchanges of Ohio. The Monthly Access Fee for Basic Plan provides a Customer with a single, voice grade dial tone line which allows unlimited calls to the customer's home exchange. Basic calls outside of the home exchange may incur usage charges, which will be billed in arrears. Service is provided with touch-tone as a standard feature. (T)  
(T)

(D)  
|  
(D)

3.2.5 Budget Phone Double Feature Plan\* (T)

Budget Phone Double Feature Plan is bundled pre-paid plan available to all residential customers residing in the AT&T exchanges of Ohio as defined by the Incumbent's tariff on file with the Commission. The Budget Phone Double Feature Plan is a bundled pre-paid residential service that provides the Customer with a single voice grade dial tone line and unlimited local calling on a flat rate basis. The Double Feature Plan, along with its individual components, is available on a where offered basis. (T)  
(T)

The Double Feature Plan includes the following (available on a where offered basis):

- (1) Local dial-tone line
- (2) Call Waiting Deluxe
- (3) Caller ID Deluxe

\* Service can only be purchased in conjunction with Unregulated and/or Detariffed Services. Full description and rates for this service is available in the Company's Pricing Guide.

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.3 [Reserved for Future Use]

(T) (D)

|

(D)

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.4 [Reserved for Future Use]

(D)

(D)

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Issued: March 31, 2010

Effective: April 30, 2010

Molly Vance, Comptroller  
Budget PrePay, Inc. d/b/a Budget Phone  
1325 Barksdale Blvd., Suite 200  
Bossier City, LA 71111

OHf1001

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SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.5 Miscellaneous Service Charges

3.5.1 Return Check Charge

	<u>Maximum</u>	<u>Current</u>
Per Returned Check:	\$50.00	\$25.00

3.5.2 Late Payment Charge

See Section 2.5.3 (B) of this tariff.

(T)

3.5.3 Assignment or Transfer of Service

Charges do not apply when transferring service to another individual who is a member of the same family

	<u>Maximum</u>	<u>Current</u>
Per Assignment or Transfer:	n/a	\$39.95

3.5.4 Reconnection Charge

A reconnection charge will be applied to each number restored after a disconnection. If disconnected service is reconnected, there will be no guarantee that the same number can be retained.

	<u>Maximum</u>	<u>Current</u>
Per occurrence::	\$60.00	\$25.00

3.5.5 Number or Name Change

	<u>Maximum</u>	<u>Current</u>
Per line:	\$45.00	\$30.00

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SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.6 Directory Assistance

Local:	\$1.00
National:	\$1.75

3.7 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange area of the Station number which is designated as the customer's main billing number. A primary listing contains the name of the customer as well as the address and telephone number of the customer. This listing is provided at no additional charge.

3.8 Service Assistance Programs

Budget Phone will resell the service assistance programs offered by the LEC in the area. The Company will mirror the provision of these programs as provided by the LEC,

3.9 Telecommunications Relay Service (TRS)

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



SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

3.10 [Reserved for Future Use]

(D)

(D)

SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

[Reserved for Future Use]

(D)

(D)

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SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

[Reserved for Future Use]

(D)

(D)

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SECTION 3 – RESIDENTIAL LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

(D)

(D)

3.11 Promotional Offerings

The Company may make promotional offerings of its services that may include reducing or waiving applicable charges for the promoted service. The Commission will be notified of all such promotional offers. No individual promotional offering will exceed ninety days in duration, and any promotional offering will be extended on a nondiscriminatory basis to any customer similarly situated who requests the specific offer.

3.11.1 Double Feature Plan Promotion

New Customers and Customers transferring service to Budget Phone from an ILEC or another CLEC, who reside in AT&T service areas and subscribe to the Budget Phone Double Feature Plan will receive a one-time promotional discount on their first month of service. A one-time Activation Fee applies. Customers may subscribe to the Unlimited LD option for an additional monthly charge.

Promotional Discount, initial month:	\$20.00
Activation Fee:	\$20.00
Unlimited LD Option, per month:	\$9.95

All other terms and conditions of service apply as tariffed.

This promotion is available from October 5, 2009 through November 30, 2009.

SECTION 4

[Reserved for Future Use]

(D)

(D)

[Reserved for Future Use]

(D)

(D)

[Reserved for Future Use]

(D)

(D)

[Reserved for Future Use]

(D)

(D)



[Reserved for Future Use]

(D)

(D)

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Issued: March 31, 2010

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[Reserved for Future Use]

(D)

(D)

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OHf1001

[Reserved for Future Use]

(D)

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[Reserved for Future Use]

(D)

(D)

[Reserved for Future Use]

(D)

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(D)

[Reserved for Future Use]

(D)

(D)

## 5.1 Presubscribed Interexchange Carrier Charge

**(D)**

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**(D)**

## SECTION 6 – SERVICE AREAS

### 6.1 Local Service Areas

The Company will provide Local Exchange Service throughout the geographic area serviced by its underlying carriers, AT&T and Verizon North, within the state of Ohio. The local service area will correspond to those listed in the tariffs of the individual companies. (T)



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SECTION 7 – PROMOTIONS

7.1 Budget Phone Deluxe Prepaid and Double Feature Activation Promotion

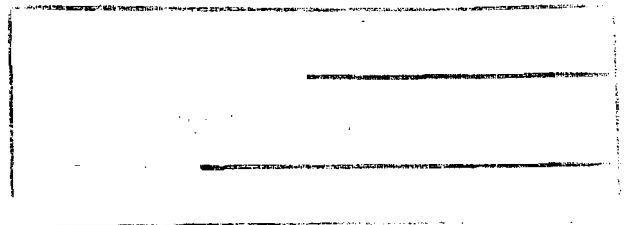
(N)

New Budget Phone Customers who subscribe to the Budget Phone Deluxe Prepaid Plan or the Budget Phone Double Feature Plan will receive the first month of service free of charge. Service Initiation charges apply as tariffed.

This promotion is available beginning April 30, 2010.

(D)

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES  
FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN  
THE STATE OF OHIO



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As Approved in Case No. 07-\_\_-TP-CIO

Effective Date: May 15, 2007

Ronald Munn, Director Regulatory and Revenue Assurance  
1325 Barksdale Blvd., Suite 200  
Bossier City, Louisiana 71111

CHECK SHEET

The Sheets 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.

<u>SHEET</u>	<u>REVISION</u>		<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
<u>Preface</u>			<u>Section 3</u>			
1	2 <sup>nd</sup> Revised	*	1	ORIGINAL	35	ORIGINAL
2	ORIGINAL		2	ORIGINAL	36	ORIGINAL
3	ORIGINAL		3	ORIGINAL	37	ORIGINAL
4	ORIGINAL		4	ORIGINAL	38	ORIGINAL
<u>Section 1</u>			5	ORIGINAL	<u>Section 4</u>	
1	2 <sup>nd</sup> Revised	*	6	ORIGINAL	1	1st Revised
2	ORIGINAL		7	ORIGINAL	2	1st Revised
<u>Section 2</u>			8	ORIGINAL	2.1	ORIGINAL
1	ORIGINAL		9	ORIGINAL	3	1st Revised
2	ORIGINAL		10	ORIGINAL	4	1st Revised
3	1 <sup>st</sup> Revised	*	11	ORIGINAL	5	1st Revised
4	ORIGINAL		12	ORIGINAL	6	1st Revised
5	ORIGINAL		13	ORIGINAL	7	1st Revised
6	ORIGINAL		14	ORIGINAL	8	1st Revised
7	ORIGINAL		15	ORIGINAL	9	1st Revised
8	1 <sup>st</sup> Revised	*	16	1 <sup>st</sup> Revised	10	1st Revised
9	ORIGINAL		17	ORIGINAL	11	1st Revised
10	ORIGINAL		18	ORIGINAL		
11	ORIGINAL		19	1st Revised		
12	ORIGINAL		20	1st Revised		
13	ORIGINAL		21	1st Revised		
14	1 <sup>st</sup> Revised	*	22	1st Revised		
14.1	ORIGINAL		23	1st Revised		
15	ORIGINAL		24	1st Revised		
16	ORIGINAL		25	1st Revised		
17	ORIGINAL		26	1st Revised		
18	ORIGINAL		27	1st Revised		
19	ORIGINAL		28	1st Revised		
20	ORIGINAL		29	1st Revised		
21	ORIGINAL		30	1st Revised		
22	ORIGINAL		31	1st Revised		
23	ORIGINAL		32	1st Revised		
24	ORIGINAL		33	1st Revised		
25	ORIGINAL		34	1st Revised		

As Approved in Case No. 09-122-TP-ATA

Effective Date: March 21, 2009

Issued by:

Molly Vance, Comptroller  
1325 Barksdale Blvd., Suite 200  
Bossier City, Louisiana 71111

OHa0901

TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>
CHECK SHEET.....	Preface	1
TABLE OF CONTENTS.....	Preface	2
EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF.....	Preface	3
APPLICATION .....	Preface	4
DEFINITIONS.....	1	1
REGULATIONS.....	2	1
2.1 Undertaking of the Company.....	2	1
2.2 Prohibited Uses .....	2	5
2.3 Obligations of the Customer .....	2	6
2.4 Customer Equipment and Channels.....	2	12
2.5 Customer Deposits and Advance Payments .....	2	14
2.6 Payment Arrangements.....	2	15
2.7 Allowances for Interruptions in Service .....	2	18
2.8 Application of Rates .....	2	23
SERVICE AND RATE DESCRIPTIONS.....	3	1
3.1 Access Services.....	3	1
3.2 Miscellaneous Services.....	3	35
RATES .....	4	1
4.1 Access Rates .....	4	1
4.2 Miscellaneous Services .....	4	11

EXPLANATION OF SYMBOLS, REFERENCE  
MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS TARIFF

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

- C To signify changed regulation or rate structure.
- D To signify discontinued material.
- I To signify a increased rate.
- N To signify a new rate or regulation.
- R To signify a reduced rate.

APPLICATION

This tariff applies to intrastate access service supplied to customers for origination and termination of traffic to and from Central Office codes directly assigned to Company.

This tariff applies only to the extent services provided hereunder are used by a customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all end user premises at which the communication originates or terminates are located within the State of Ohio.

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DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment

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

Access Services

The Company's intrastate telephone services offered pursuant to this tariff.

Company

Budget PrePay, Inc. d/b/a Budget Phone ("Budget Phone"), the issuer of this tariff.

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 which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In this tariff, the Customer is a common carrier utilizing the Company's Switched or Dedicated Access services described in this tariff to reach its End User customer(s).

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End Office

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User

A person or entity that subscribes to any Company Exchange Access Service offered under the Company's Tariff Ohio P.S.C. No. 1, Section 5, and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

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.

Recurring Charges

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

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Bossier City, Louisiana 71111

OHa0901

DEFINITIONS (CONT'D)

Service Commencement Date

The first 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 or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a customer, the Service Commencement Date will be the first date on which the service or facility was used by a customer.

Service Order

The written request for access 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. Should a customer use the Company's access service without an executed Service Order, the Company will then request the customer to submit a Service Order.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User

A Customer or any other person authorized by the Customer to use service provided under this tariff.



REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24- hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) 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. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

REGULATIONS

2.1 Undertaking of the Company (cont'd)

2.1.4 Liability of the Company

- (A) Except as stated in this Section 2.1.4, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- (B) The liability of the Company 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 shall not exceed an amount equal to five times the initial period charge provided for under this tariff for any call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- (C) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, fires or other catastrophes; failure of utility services; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or other labor difficulties.

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REGULATIONS

2.1 Undertaking of the Company (cont'd)

2.1.4 Liability of the Company (cont'd)

(D) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's access services. Nor shall the Company be liable for any damages or losses due to unauthorized use or the service or the failure or negligence of the Customer or due to the failure of the Customer-provided equipment, facilities or services.

(E) Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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2.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

REGULATIONS

2.1 Undertaking of the Company (cont'd)

2.1.6 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (B) The company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the company shall not be responsible for:
  - (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

2.1.7 Ownership of Facilities

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

## REGULATIONS

### 2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

REGULATIONS

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2. Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its officers, employees, agents or contractors of the Customer where such negligence or willful acts is not the direct result of the Company's negligence.

REGULATIONS

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements

- (A) For Feature Group B Switched Access Service(s) for both interstate and intrastate use, the projected interstate percentage of use must be provided by the customer in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage of use from 100 ( $100 - \text{projected interstate percentage} = \text{intrastate percentage}$ ) as the projected intrastate percentage of use. In addition, the projected percentage of intrastate use which is intraLATA must also be provided. When a customer orders Feature Group B Switched Access Service, the customer shall state, in its order, the projected Percent Interstate Usage (PIU) factor for Feature Group B Switched Access Service group ordered.

For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office when the Feature Group D, Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the customer has the option to provide the Telephone Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Telephone Company with an interstate percentage of Feature Group D terminating access minutes for each account to which the customer may terminate traffic.

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REGULATIONS

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

(A) (cont'd.)

Should the customer not supply a terminating PIU factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a customer orders Feature Group D Switched Access Service, the customer shall supply a projected interstate percentage of use for each end office involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of the average of actual prior 3 month usage for Feature Group B or Feature Group D terminating access minutes. For originating 800 access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for 800 access minutes, the Company will designate the default PIU factor of the average of actual prior 3 month usage. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

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REGULATIONS

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

(A) (cont'd.)

Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

- (B) For purposes of developing the projected interstate percentage, the customer shall consider every call that enters the customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the customer's network at a point in a state different from the state in which the called station is located to be interstate.

- (C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

- (D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The interstate access minutes for the group will be billed as set forth in Section 4, following.

REGULATIONS

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

- (E) Effective on the first of January, April, July and October of each year, the customer may update the jurisdictional reports that require a projected interstate percentage. The customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.
- (F) The customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.

REGULATIONS

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

- (G) The customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The customer shall supply the data within 30 calendar days of the Company request.
- (H) The customer may provide an additional percentage of interstate use to Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. This percentage of interstate use may be provided per individual facility or at the billing account level. Should the customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

REGULATIONS

2.4 Customer Equipment and Channels (cont'd)

2.4.2 Inspections

- (A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- (B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

REGULATIONS

2.5 Customer Deposits and Advance Payments

2.5.1 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. (T)
- (B) The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.
- (C) Guarantee of Payment: The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon 30 days' written notice to the Company. Should the guarantee contract be insufficient according to (D) below, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer. (T)
- The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Ohio Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account the guarantor has guaranteed unless the guarantor waives such notice in writing.
- (D) Reestablishment of credit: An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill together with the reconnection charge, and to reestablish his credit by depositing the amount prescribed in Tariff No. 1, Section 1.9.2.

REGULATIONS

2.5 Customer Deposits and Advance Payments (cont'd.)

2.5.2 Refund of Deposits

- (A) A deposit will be refunded to a customer after twelve consecutive months of prompt payments, as defined in "Explanation of Terms", of telephone service invoices. The Company will refund the deposit to the customer by direct payment, or, at the customer's request, apply deposit as a credit to the customer's account.
- (B) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company will return the deposit to the customer or, at the customer's request, apply deposit as a credit to the Customer's account.

2.5.3 Interest to Be Paid on Deposits

- (A) Interest will be paid on in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:
  - (i) by credit to the customer's account once annually;
  - (ii) by payment to the Customer upon request, once annually;
  - (iii) by adding accrued interest to the amount of the deposit when refunded to the customer;
  - (iv) by applying interest to any unpaid bill of the Customer upon termination of service with the Company.

All requirements for deposits will be consistent with 4901:1-5-06 of the Commission's Minimum Telephone Service Standards.

REGULATIONS

2.6 Payment Arrangements

2.6.1 Payment for Service

- (A) The Customer is responsible for payment of all charges for facilities and services furnished by the Company. Federal, state and local sales, use and excise taxes, where applicable, shall be added to the charges contained herein. It shall be the responsibility of the Customer to pay these taxes that may subsequently become applicable retroactively.
- (B) Bills are due and payable upon receipt. If the Customer's net bill is not paid (payment received by the Company) within twenty-one (21) days after rendition of the invoice it shall become a delinquent bill and interest at the lesser of (1) the rate of one and one-half percent (1.5%) per month or (2) the highest rate allowed by law per month shall accrue upon any unpaid amount due hereunder.
- (C) The Customer will be assessed a charge of ten dollars (\$10.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.
- (D) The customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:  
  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793  
Phone: (614) 466-3292
- (E) If service is disconnected by the Company in accordance with section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.



REGULATIONS

2.6 Payment Arrangements (cont'd)

2.6.2 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, as well as federal and state surcharges imposed or collected by the National Exchange Carrier Association, are the responsibility of the user, are billed as separate line items and are not included in the quoted rates.

2.6.3 Discontinuance of Service for Cause

- (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
  - (ii) Upon failure of the Customer to meet the deposit requirements set out in Section 1.9.3 of this tariff; or
  - (iii) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
  - (iv) Upon failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

REGULATIONS

2.6 Payment Arrangements (cont'd)

2.6.4 Notice to Company for Cancellation of Service

If a Customer cancels a services order after seventy-two hours (72) have passed after service has been ordered, or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in Tariff No. 1, Section 1.7), Customer agrees to pay the Company the all special construction fees which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Tariff No. 1, Section 1.9.6.

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Provisions on meet point billing arrangements are forthcoming

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modified any provision of the application for service, the Customer's installation fees shall be adjusted according to the type of the Service Order charge.

2.6.7 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be at least five per cent per annum, and shall be reimbursed to the customer within two billing periods after the propriety of the reimbursement is confirmed. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. The overpayment and interest shall be in the form of either a direct payment to the subscriber or, if requested by the Customer, a credit to the subscriber's account within the next two billing periods.

REGULATIONS

2.7 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period would also begin when it is discovered by the Company. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd)

2.7.1 Credit for Interruptions (cont'd)

(B) (cont'd)

A credit allowance will be given for interruptions of 30 minutes or more.  
Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd)

2.7.1 Credit for Interruptions (cont'd)

(B) (cont'd)

Interruptions Over 48 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited amount equal to at least one-third of one month's charges for any regulated local services rendered inoperative.

Interruptions Over 72 Hours and Less Than 96 Hours.

Interruptions over 72 hours and less than 96 hours will be credited an amount equal to at least two-thirds of one month's charges.

Interruptions Over 96 Hours.

Interruptions over 96 hours will be credited an amount equal to at least one month's charges for any regulated local services rendered inoperative.

- (C) The Company may apply for a waiver to paragraphs (A) and (B) in the event of a verifiable act of God. In the event an act of God exception is applied, the provisions of paragraphs (A) and (B) will not apply until forty-eight hours after the onset of the verified act of God. Accordingly, forty-eight hours shall be added to each of the time frames established in paragraph (B) for purposes of determining credits to customer accounts.

REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd)

2.7.2 Limitations on Allowances

No credit allowance will be made for:

- (i) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer; and
- (ii) interruptions that are restored less than 30 minutes after the interruption is reported or discovered by the Company.
- (iii) interruptions that are restored less than 48 hours after a verifiable act of God as referred to in Section 2.7.1(C) and the Commission's MTTS 4901:1-5-16(C).

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

REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd)

2.7.3 Cancellation For Service Interruption

For contract customers only, cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

## REGULATIONS

### 2.8 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

#### 2.8.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the company lost or damages tapes or experienced recording system outages, the Company will estimate the value of lost Customer access minutes of use based on previously known values.

For originating calls over Feature Group B or D, usage measurement begins when the originating Feature Group B or D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group B or D, the measurement of access minutes begins when the terminating Feature Group B or D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls over FGB and FGD Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.



REGULATIONS

2.8 Application of Rates (cont'd)

2.8.1 Charges Based on Duration of Use (cont'd)

The measurement of terminating call usage over Feature Group B or D ends when the terminating Feature Group B or D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

FGB and FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minutes for each end office.

2.8.2 Rates Based Upon Distance

(A) The airline distance between any two Rate Centers is determined as follows:

- (1) Obtain the "V" and "H" coordinates for each Rate Center from the above referenced NECS tariff.
- (2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- (3) Square each difference obtained in step (2) above.
- (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

REGULATIONS

2.8 Application of Rates (cont'd)

2.8.2 Rates Based Upon Distance (cont'd)

(A) (Cont'd)

- (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

2.8.3 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.28.2

The Local Transport Facility mileage rates are shown in Section 4.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

### SERVICE AND RATE DESCRIPTIONS

#### 3.1 Access Services

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 (or a collocated interconnection location) and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises (or a collocated interconnection location) and to terminate calls from a customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or customer accesses them when originating or terminating calls.

FGB Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 950-XXXX access code for the customer's use in originating and terminating communications.

FGD Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 10XXX access code for the customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access customer without dialing the 10XXX access code by using the Company's presubscription service.

Local Access Service, which is available only to customers that are authorized providers of local exchange telephone service, provides trunk side access to Company end office switches in the terminating direction only, for the customer's use in terminating local calls dialed to an NPA-NXX code directly assigned to the Company.

800 Data Base Access Service, which is available to all customers, provides trunk side access to Company end office switches in the originating direction only, for the customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800."

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order

An Access Service Order is used by the Company to provide a customer Access Service. When placing an order for Access Service, the customer shall provide, at a minimum, the following information:

- (A) For Feature Group B Switched Access Service, the customer shall specify the number of trunks and the end office when direct routing to the end office is desired and the Local Transport and Local Switching options desired. When ordering FGB trunks to an end office, the customer must also provide the Company an estimate of the amount of traffic to be generated to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in the effort to project further facility requirements.

In addition, the customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

- (B) For Feature Group D Switched Access Service, the customer shall specify the number of busy hour minutes of capacity (BHMC) from the customer's premises to the end office by Feature Group and by traffic type. This information is used to determine the number of transmission paths. The customer shall also specify the Local Transport and Local Switching options. Customers may, at their option, order FGD by specifying the number of trunks and the end office when direct routing to the end office is desired and the Local Transport and Local Switching options desired. When ordering by trunk quantities rather than BHMC quantities to an end office, the customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in its own efforts to project further facility requirements.

In addition, for Feature Group D with the SS7 signaling option, the customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a customer orders FGD in trunks, the customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

- (C) For 800 Data Base Access Service, the customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the customer desires any of the optional features available with 800 Data Base Service, the customer shall so specify on the order for service.
- (D) When a customer orders collocation in an end office with Company provided Switched Access Service(s), the customer must specify the collocated fiber option facilities or microwave interconnection location involved. The customer must also specify the particular end office location involved, which must be the end office in which the Switched Access Service(s) originate or terminate.
- (E) For Local Access Service, the customer shall specify the number of trunks or facilities and the end office when direct routing to the end office is desired and the options desired. When ordering trunks or facilities to an end office, the customer must also provide the Company an estimate of the amount of traffic to be generated to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in the effort to project further facility requirements. In addition, when the customer orders trunks or facilities, the customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.1 Access Order Service Date Intervals

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

- Standard Interval
- Negotiated Interval
- Advance Order Interval

(A) Standard interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

<u>Trunks Groups</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 Trunks or Greater	30 Days

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.1 Access Order Service Date Intervals (cont'd)

(B) Negotiated Interval

The Company will negotiate a service date interval with the customer when:

- (1) There is no Standard Interval for the service, or;
- (2) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (3) The customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

The Company will offer a service date based on the type and quantity of Access Services the customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.



SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.1 Access Order Service Date Intervals (cont'd)

(B) Negotiated Interval (cont'd)

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of an 800 Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of an 800 Access Service ten digit customer identification record to the 800 Access Service data base or the deletion of an 800 Access Service ten digit customer identification record from the 800 Access Service data base is provided with a Negotiated Interval.

Initial establishment of  
service where customer is:

Maximum Interval

- Not yet provided with any  
Trunk Group service in the LATA  
- Provided Trunk Group service  
in the LATA

6 months

90 Days

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.1 Access Order Service Date Intervals (cont'd)

(C) Advance Order Interval

When placing an Access order, a customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provision.

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.1 Access Order Service Date Intervals (cont'd)

(C) Advance Order Interval (cont'd)

(1) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment  
(Nonrefundable)

The minimum  
monthly charge for the  
minimum period plus the  
applicable Nonrecurring  
Charges for the services  
ordered.

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.1 Access Order Service Date Intervals (cont'd)

(C) Advance Order Interval (cont'd)

(1) Advance Payment (cont'd.)

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

(2) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.2 Access Order Modifications

The customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity for CC SA signaling connections will be treated as a new Access Order (for the increased amount only).

(A) Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.2 Access Order Modifications

(A) Service Date Change Charge (cont'd)

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service data changed. The applicable charge is found in Section 4.1.1.

(B) Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access order will be treated as a partial cancellation and the charges as set forth in Section 3.1.1.3 following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.2 Access Order Modifications (cont'd)

(C) Design Change Charge

The customer may request a design change to the service ordered. A design change is any change to an Access order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 4.1.1.

If a change of service date is required, the Service Date Change Charge will also apply.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.2 Access Order Modifications (cont'd)

(D) Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a customer may request a service date that is prior to the Standard Interval service date. A customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the Expedited order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.



SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.3 Cancellation of an Access Order

(A) A customer may cancel an Access order for the installation of service at any time prior to notification by the Company that services available for the customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a customer or a customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.3 Cancellation of an Access Order (cont'd)

(B) When a customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:

- (1) When the customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
- (2) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as governmental requirements, work stoppages and civil commotions, the customer may cancel the Access Order without incurring cancellation charges.

(T)

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.4 Minimum Period

- (A) The minimum period for which Access Service is provided and for which charges are applicable, is three months.
- (B) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- (1) A move to a different building.
- (2) A change in type of service.
- (3) A change in Switched Access Service Interface Group.
- (4) Change in Switched Access Service traffic type.
- (5) A change in STP Access link.
- (6) A change in STP Port.
- (7) Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- (8) Change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.4 Minimum Period (cont'd)

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

### 3.1 Access Services (cont'd)

- Carrier Common Line
- Local Transport
- End Office

$$\begin{array}{c} \textbf{(T)} \\ | \\ \textbf{(T)} \\ \textbf{(D)} \\ | \\ \vdots \\ | \\ \textbf{(D)} \end{array}$$

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(A) Carrier Common Line (cont'd)

[Reserved for Future Use]

(D)

(D)

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(A) Carrier Common Line (cont'd)

[Reserved for Future Use]

(D)

(B) Tandem Connect Access

(D)

(T)

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 end office switch(es) where the customer's traffic originates or terminates.

(1) Tandem Switched Transport

Tandem Switched Transport is composed of the following rate elements:

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

(T)

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(B) Tandem Connect Access. (cont'd)

2. Common Multiplexing

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

3. Common Trunk Port

The Common Trunk Port used by multiple customers provides for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic. The Common Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access. This rate will also be assessed on all minutes of use originating or terminating at a RSS/RSM.

(T)

(T)



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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(B) Tandem Connect Access, (cont'd)

(T)

(D)

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(D)

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(B) Tandem Connect Access, (cont'd)

(T)

(D)

(D)

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(B) Tandem Connect Access, (cont'd)

(T)

(D)

(D)

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(B) Tandem Connect Access, (cont'd)

(T)

(D)

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(D)

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(B) Tandem Connect Access, (cont'd)

(T)

(D)

(D)

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

(C) End Office Switching

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

1. Local Switching

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

2. Host-Remote Transport

- The Host-Remote Termination rate is assessed at all switched minutes transported between the Host office and a RSM or RSS. Host Remote rates apply to all Feature Groups used to connect to the Host office.
- The Host-Remote Termination rate applies on a per minute per mile basis to all switched access minutes transported between the Host office and RSM and RSS, regardless of the type of Switched Transport service the customer uses to connect to the Host office.

(T)

(T)

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.3 Other Rate Categories

(A) [Reserved for Future Use]

(D)

(D)

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.3 Other Rate Categories (cont'd)

(A) [Reserved for Future Use], (cont'd)

(D)

(D)



SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.3 Other Rate Categories (cont'd)

(A) [Reserved for Future Use], (cont'd)

(D)

(D)

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.3 Other Rate Categories (cont'd)

(A) [Reserved for Future Use], (cont'd)

(D)

(D)

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.3 Other Rate Categories (cont'd)

(B) Toll-Free 8XX Data Base Access Service

(T)

The Toll Free 8XX Data Base Access Service is a service offering that utilizes originating trunk side Switched Access Service to deliver Toll Free calls to the Company's Interexchange Carrier Customers. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Interexchange Carrier Customer based on the dialed Toll-Free Number. Records exchange, rating and billing for Toll Free Data Base Access Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

1) Customer Identification Charge

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.

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.

(T)

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.3 Other Rate Categories (cont'd)

(B) Toll-Free 800 Data Base Access Service (cont'd)

3) Toll Free Inter-Exchange Delivery Service

The Toll Free Inter-Exchange Delivery Service is an access service in which the Company transports Toll Free traffic originating 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 Terminating, 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 is set forth in Section 4 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).

(T)

(T)

SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services

3.2.1 Presubscription

- (A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls. For the purposes of this tariff, an "IC" includes any entity authorized by the Public Utilities Commission of Ohio to provide or to resell intrastate, intercity communications services. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select the Company as its PIC, or may select any other IC that orders originating Feature Group D Switched Access Service either to the Company's end office location or to an authorized local exchange carrier's tandem that sub-tends the Company's end office. After the end user's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 4, applies.
- (B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.
- Designate an IC as a PIC and dial 10XXX or 1010XXX to reach other ICs.
  - Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 1010XXX for all calls to all ICs.
  - New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to a no PIC choice as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a non-recurring charge set forth in Section 4.2.1 applies. This charge may be either billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the designated IC, billed to the IC on behalf of the end user.

SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont'd)

3.2.2 Unauthorized PIC Changes

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

- The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment.
- The Unauthorized Presubscription Change Charge as set forth in Section 4.2.1 will apply to the IC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 4.2.1 following.

3.2.3 Expedited PIC Switchback Service

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

- If the change has occurred within the past 90 days, the end user or its
- authorized agent will be credited the PIC change charge assessed for the disputed change in PIC, and will be immediately switched back to the former PIC at no charge to the end user.
- The PIC Switchback Charge as set forth in Section 4.2.1 will apply to the IC that requested the PIC Switchback charge to expedite the switchback to the end user's or its authorized agent's former PIC. This charge is applied in addition to the PIC change charge set forth in Section 4.2.1 following.

SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont'd)

3.2.4 Expanded Interconnection Service

(A) General

Expanded Interconnection is a service which permits customers to interconnect their transmission facilities to the Company's network through a direct cross-connection within the Company's end office location. The Company will provide expanded interconnection for DS1 (1.544 Mbps) and DS3 (44.736 Mbps) channels.

This service is provided on an optional basis in lieu of Entrance Facility, as described in 3.1.2(b) preceding. All other access service rates and charges for all service elements ordered by the Customer, as set forth in other section of this tariff, continue to apply.

SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont'd)

3.2.4 Expanded Interconnection Service (cont'd)

(B) Regulations

Expanded Interconnection Service provides a DS1 or DS3 cross-connection between the Customer's transmission facilities and the Company's equipment at an end office location. The Customer is responsible for installing and maintaining its own transmission facilities and terminating equipment. The Customer's equipment must be compatible with industry-standard digital cross-connect (DSX-1 and DSX-3) parameters.

The Company will be responsible for the installation, maintenance, and operation of its equipment and of the cross-connection cable between the two sets of equipment.

The regulations herein are in addition to the terms and conditions specified in 3.1 preceding, Access Services.

(C) Rate Regulations

Recurring charges for cross-connects are set forth in 4.2.2 following.



---

RATES

4.1 Access Rates

4.1.1 Service Orders

		Nonrecurring Charge Per <u>Line or Trunk</u>
A)	Service Implementation	
	(1) Installation Charge	\$75.00
	(2) Access Order Charge -Per Access Request N/A	\$25.00
B)	Service Date Change	\$20.47
C)	Design Change	\$59.93

4.1.2 Carrier Common Line

		<u>Per Access Minute</u>	
A)	Originating – All Zones	\$0.000000	(T)
B)	Terminating – All Zones	\$0.000000	(T)

RATES

4.1 Access Rates (cont'd)

4.1.3 Access Service – AT&T Territory

A) Entrance Facility

(1) DS1

- Per Point of Termination

Monthly

Zone 1\* \$158.00

Zone 2\* \$161.00

Zone 3\* \$163.00

Zone 4\* \$168.00

Zone 5\* \$176.00

B) Switched Transport (cont'd)

(1) Tandem Switched Transport, per Minute

Zone 1 \$0.000103

Zone 2 \$0.000103

Zone 3 \$0.000105

Zone 4 \$0.000107

Zone 5 \$0.000109

(2) Tandem Switched Transport, per Minute, per Mile

Zone 1 \$0.000013

Zone 2 \$0.000014

Zone 3 \$0.000014

Zone 4 \$0.000014

Zone 5 \$0.000014

(3) Tandem Switching, per Minute

Zone 1 \$0.001118

Zone 2 \$0.001151

Zone 3 \$0.001155

Zone 4 \$0.001291

Zone 5 \$0.001856

\* For Entrance Facility services wire center rate zone assignments 1, 2, 3, and 4 can be found in the National Exchange Carrier Association, Inc. (NECA) F.C.C. Tariff No. 4. All other Company offices are assigned to zone 5.

*Material that originally appeared on this Page now appears on Page 2.1*

Approved in Case No. 08-1175-TP-ATA

Effective Date: November 22, 2008

Issued by:

Molly Vance, Comptroller  
1325 Barksdale Blvd., Suite 200  
Bossier City, Louisiana 71111

OHa0802

RATES

4.1 Access Rates (cont'd)

4.1.3 Access Service – AT&T Territory, (Cont'd.)

(M)(T)

B) Switched Transport (cont'd)

(4) Common Transport Multiplexing, per Minute

Zone 1	\$0.000015
Zone 2	\$0.000017
Zone 3	\$0.000018
Zone 4	\$0.000018
Zone 5	\$0.000018

(5) Common Trunk Port

Per Minute	\$0.000371
------------	------------

(6.) Direct Transport

<u>Facility</u>	<u>Monthly Rate/Termination</u>
DS1	Zone 1*
	Zone 2*
	Zone 3*
	Zone 4*
	Zone 5*

	<u>Monthly Rate/Mile</u>
DS1	Zone 1*
	Zone 2*
	Zone 3*
	Zone 4*
	Zone 5*

\* For Tandem-Switched Transport and Direct Transport services wire center rate zone assignments 1, 2, 3, and 4 can be found in the National Exchange Carrier Association, Inc. (NECA) F.C.C. Tariff No. 4. All other Company offices are assigned to zone 5.

(T)(M)

*Material that appears on this Page originally appeared on Page 2.*

RATES

4.1 Access Rates(cont'd)

4.1.3 Access Service – AT&T Territory, (Cont'd.)

(C) Local Switching

	<u>Per Access Minute</u>
Usage Rate – All Zones	\$0.003153

(D) Host Remote Transport

Host-Remote Termination - All Zones (per host-remote access minute)	\$0.000313
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Host-Remote Facility - All Zones (per host-remote access minute per mile)	\$0.000016
--	------------

Host-Remote Trunk Port - All Zones (per host-remote access minute)	\$0.000371
---	------------

(E) Toll-Free 8XX Data Base Access Service

Originating Carrier Common Line - All Zones	\$0.00000000
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Terminating Carrier Common Line - All Zones	\$0.00000000
---	--------------

800 Database Query. Per Call - All Zones	\$0.00230400
--	--------------

Customer Delivery Charge - All Zones	\$0.00135000
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RATES

4.1 Access Rates (cont'd)

4.1.4 Access Service – Embarq Territory

(T)(N)

(A) Service Orders

Nonrecurring  
Charge

Service Implementation

(1) Access Order Charge  
- Per Access Request

\$ 60.00

(2) Installation Charge  
- Per Trunk

\$ 115.00

Service Date Change  
- Per Access Order

\$ 25.00

Design Change  
- Per Access Order

\$ 50.00

Records Change  
- Per Access Order

\$ 50.00

(B) Switched Transport

Entrance Facility

Monthly

(1) DS1  
- Per Point of Termination

Zone 1 \$60.25  
Zone 2 \$60.25  
Zone 3 \$60.25

(2) Installation Charge

Nonrecurring  
\$ 400.00

(T)(N)

RATES

4.1 Access Rates (cont'd)

4.1.4 Access Service – Embarq Territory, (cont'd)

(T)(N)

(B) Switched Transport (cont'd)

(1) Tandem Switched Transport, per Minute

Zone 1	\$0.000412
Zone 2	\$0.000412
Zone 3	\$0.000412

(2) Tandem Switched Transport, per Minute, per Mile

Zone 1	\$0.000035
Zone 2	\$0.000035
Zone 3	\$0.000035

(3) Tandem Switching, per Minute

Zone 1	\$0.000124
Zone 2	\$0.000124
Zone 3	\$0.000124

(4) Common Transport Multiplexing, per Minute

Zone 1	\$0.000405
Zone 2	\$0.000405
Zone 3	\$0.000405

(5) Common Trunk Port

Per Minute	\$0.000405
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(T)(N)

RATES

4.1 Access Rates (cont'd)

4.1.4 Access Service – Embarq Territory (cont'd)

(T)(N)

(B) Switched Transport (cont'd)

(6) Direct Transport

<u>Facility</u>	<u>Monthly Rate/Termination</u>
DS1	Zone 1 \$37.40
	Zone 2 \$37.40
	Zone 3 \$37.40

Monthly Rate/Mile

DS1	Zone 1 \$1.60
	Zone 2 \$1.60
	Zone 3 \$1.60

(C) End Office

(1) Local Switching

<u>Usage Rate</u>	<u>Per Access Minute</u>
	\$0.003644

(D) Host Remote Transport

Host-Remote Termination  
(per host-remote access minute) \$0.000412

Host-Remote Facility  
(per host-remote access minute per mile) \$0.000035

Host-Remote Access Tandem Switching  
(per minute x 2) \$0.000810

Host-Remote Access Tandem Switching  
(per host-remote access minute) \$0.000405

(T)(N)

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RATES

4.1 Access Rates (cont'd)

4.1.4	<u>Access Service – Embarq Territory (cont'd)</u>		(T)
(E)	Toll-Free 8XX Data Base Access Service		(T)
	Originating Carrier Common Line - All Zones	\$0.00000000	(N)
	Terminating Carrier Common Line - All Zones	\$0.00000000	(N)
	800 Database Query, Per Call - All Zones	\$0.00675500	(I)



RATES

4.1 Access Rates (cont'd)

4.1.5 Access Service – Verizon Territory

(T)(N)

(A) Service Orders

Nonrecurring  
Charge

Service Implementation

(1) Access Order Charge  
- Per Access Request

\$ 60.00

(2) Installation Charge  
- Per Trunk

\$ 115.00

Service Date Change  
- Per Access Order

\$ 25.00

Design Change  
- Per Access Order

\$ 50.00

Records Change  
- Per Access Order

\$ 50.00

(B) Switched Transport

Entrance Facility

Monthly

(1) DS1  
- Per Point of Termination

\$240.00

(2) Installation Charge

Nonrecurring  
\$ 400.00

(T)(N)

RATES

4.1 Access Rates (cont'd)

4.1.5 Access Service – Verizon Territory (cont'd)

(T)(N)

(B) Switched Transport (cont'd)

(1) Tandem Switched Transport, per Minute

Entire State \$0.0000000

(2) Tandem Switched Transport, per Minute, per Mile

Entire State \$0.0000020

(3) Tandem Switching, per Minute

Entire State \$0.0024000

(4) Common Transport Multiplexing, per Minute

Entire State \$0.0000000

(5) Common Trunk Port

Per Minute \$0.0015479

(6) Direct Transport

<u>Facility</u>	<u>Monthly Rate/Termination</u>
DS1	Entire State \$25.62

	<u>Monthly Rate/Mile</u>
DS1	Entire State \$9.54

(T)(N)

RATES

4.1 Access Rates (cont'd)

4.1.5 Access Service – Verizon Territory (cont'd)

(T)(N)

(C) End Office

(1) Local Switching

(a.) Usage Rate

Per Access Minute

\$0.0022077

(D) Host Remote Transport

Host-Remote Termination  
(per host-remote access minute)

\$0.0000000

Host-Remote Facility  
(per host-remote access minute per mile)

\$0.0000002

Host-Remote Trunk Port  
(per host-remote access minute)

\$0.0015479

(T)(N)

(E) Toll-Free 8XX Data Base Access Service

(T)

Originating Carrier Common Line - All Zones

\$0.00000000

(N)

Terminating Carrier Common Line - All Zones

\$0.00000000

(N)

800 Database Query, Per Call - All Zones

\$0.00856840

(I)

4.1.6 [Reserved for Future Use]

(D)

4.1.7 [Reserved for Future Use]

(D)

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RATES

4.2 Miscellaneous Services

4.2.1 Presubscription

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.

Manual Processing	\$5.50
Electronic Processing	\$1.25

(T)

(T)

# **EXHIBIT B**

## **Budget Prepay, Inc. Cancels PUCO Tariff 4; Budget Prepay, Inc.'s PUCO Tariff 3 remains unchanged**

Budget Prepay, Inc. hereby cancels PUCO Tariff 4 in its entirety pursuant to the PUCO's January 19, 2011, Entry in Case No. 10-1010-TP-ORD, as that tariff does not describe any services that are to be tariffed under Ohio Administrative Code Section 4901:1-11-6. Budget Prepay, Inc.'s PUCO Tariff 3 (switched access) remains in effect as filed.

# **EXHIBIT C**

## **(Summary of Changes)**

Budget Prepay, Inc. hereby cancels PUCO Tariff 4 in its entirety pursuant to the PUCO's January 19, 2011, Entry in Case No. 10-1010-TP-ORD, as that tariff does not describe any services that are to be tariffed under Ohio Administrative Code Section 4901:1-11-6. Budget Prepay, Inc.'s PUCO Tariff 3 (switched access) remains in effect as filed.

# **EXHIBIT D**

**(Customer Notice)**

## CUSTOMER NOTICE

September 9, 2011:

Dear Budget Phone Customer:

The Public Utilities Commission of Ohio (PUCO) has ordered additional “de-tariffing” of the services that Budget Phone provides you. This means that beginning on September 16, 2011, service descriptions and the terms and conditions for services that Budget Phone provides will no longer be on file at the PUCO.

This modification does not result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Budget Phone must still provide you notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services.

Since the information about Budget Phone’s services will no longer be on file with the PUCO, any agreement between you and Budget Phone will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Budget Phone at the toll free number, 1-888-424-5588, or visit us at [www.budgetphone.com](http://www.budgetphone.com). You may also visit the consumer information page on the PUCO’s website at [puco.ohio.gov](http://puco.ohio.gov) for further information.

Sincerely,  
Budget Phone, Inc.



# **EXHIBIT E**

**(Customer Notice Affidavit)**

## CUSTOMER NOTICE AFFIDAVIT

### AFFIDAVIT

I, Robin Enkey, am an authorized agent of the applicant corporation,  
(Name)  
Budget Prepay, Inc. dba Budget Phone, Inc., and am authorized to make this statement on its behalf. I attest  
(Company Name)  
that the customer notice(s) accompanying this affidavit were sent to affected customers through  
direct mail on or before 9/9/11, in accordance with  
(Type of Notice) (Date/Time Frame)  
Rule 4901:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that the  
foregoing is true and correct.

Signature /s/ Robin Enkey  
(Date)

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**9/12/2011 10:01:29 AM**

**in**

**Case No(s). 11-5054-TP-ATA**

Summary: Application of Budget Prepay, Inc to Detariff Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD electronically filed by Mr. Richard R Parsons on behalf of Budget Prepay, Inc.