



November 4, 2011  
Via Electronic Filing

Ms. Elizabeth McCauley, Commission Secretary  
Ohio Public Utilities Commission  
180 East Broad Street  
Columbus, OH 43215

**RE: Case No.: 11-5626-TP-ACN**  
**In the Matter of the Application of Choice One Communications of Ohio Inc. d/b/a One Communications to Change Trade Name to EarthLink Business**

Dear Ms. McCauley:

Please accept this Application and included replacement tariffs as notification that Choice One Communications of Ohio Inc. is changing the name under which it provides telecommunications services within the state of Ohio from Choice One Communications of Ohio Inc. d/b/a One Communications to Choice One Communications of Ohio Inc. d/b/a EarthLink Business.

This change is transparent to the customer as it is simply the adoption of a new trade name and will not affect the rates, terms or conditions of services currently provided to the Company's Ohio customers. All customers were notified of the new trade name via a bill message.

Enclosed as Exhibits B-1 and B-2 are replacement local and access tariffs, P.U.C.O. Nos. 5 and 6 respectively. No changes have been made to the tariffs except to reflect the Company's new trade name and to sequentially number the pages and correct section numbering as necessary. The Company respectfully requests this filing to become effective on December 4, 2011.

Questions regarding this filing should be directed to my attention at 407-740-3001 or via email to [tforte@tminc.com](mailto:tforte@tminc.com). Thank you for your assistance in this matter.

Sincerely,

/s/ Thomas M. Forte

Thomas M. Forte  
Consultant to Choice One Communications of Ohio Inc.

cc: Mary Whiting (via Email) - EarthLink - Choice One  
file: EarthLink - Choice One - Ohio - Local  
EarthLink - Choice One - Ohio - Access  
tms: OH11101

Enclosures  
TF/sp

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS FILING FORM**

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

<b>In the Matter of the Application of Choice One</b>	)	TRF Docket No. <b>90-9082</b>
<b>Communications of Ohio Inc. d/b/a One</b>	)	<b>Case No. 11- 5626-TP-ACN</b>
<b>Communications To Change Trade Name to</b>	)	NOTE: Unless you have reserved a Case #, leave the "Case No" fields
<b>EarthLink Business</b>	)	BLANK.

Name of Registrant(s) Choice One Communications of Ohio Inc.

DBA(s) of Registrant(s) One Communications

Address of Registrant(s) 1375 Peachtree Street, Level A, Atlanta, Georgia 30309

Company Web Address www.earthlinkbusiness.com

Regulatory Contact Person(s) Mary Whiting, Director-Regulatory Compliance Phone 616-988-7028 Fax 616-988-0466

Regulatory Contact Person's Email Address mwhiting@corp.earthlink.com

Contact Person for Annual Report Mary Whiting, Director-Regulatory Compliance Phone 616-988-7028

Address (if different from above) 2610 Horizon Drive SE, Suite B, Grand Rapids, Michigan 49546

Consumer Contact Information Customer Support, Choice One Communications of Ohio Inc. Phone 800-962-2488

Address (if different from above) 100 Chestnut Street, Suite 800, Rochester, NY 14604

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Notes:**

Section I and II are Pursuant to Chapter [4901:1-6 OAC](#)

Section III – Carrier to Carrier is Pursuant to [4901:1-7 OAC](#), and Wireless is Pursuant to [4901:1-6-24 OAC](#).

Section IV – Attestation

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

**All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.**

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

## Section I – Part I - Common Filings

<b>Carrier Type</b> <input type="checkbox"/> <b>Other</b> (explain below)	<input type="checkbox"/> <b>For Profit ILEC</b>	<input type="checkbox"/> <b>Not For Profit ILEC</b>	<input type="checkbox"/> <b>CLEC</b>
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA <a href="#">1-6-14(F)</a> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF <a href="#">1-6-14(F)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(F)(4)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(G)</a> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <a href="#">1-6-14(C)(1)(c)</a> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <a href="#">1-6-08(G)</a> (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA <a href="#">1-6-25(B)</a> (0 day Notice)
<b>Other*</b> (explain) _____			

## Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Date Notice Sent:</b>				

## Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Section II – Part I – Carrier Certification - Pursuant to Chapter [4901:1-6-08, 09 & 10 OAC](#)

Certification	ILEC (Out of Territory)	CLEC	Carrier's Not Offering BLES	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30- day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-10</a> (Auto 30 day)	<input type="checkbox"/> UNC <a href="#">1-6-09</a> * (Non-Auto)

\*Supplemental Certification forms can be found on the Commission Web Page.

## Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)	<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input checked="" type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)

\* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-29 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

## Section III – Carrier to Carrier (Pursuant to [4901:1-7](#)), and Wireless (Pursuant to [4901:1-6-24](#))

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <a href="#">1-7-04</a> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <a href="#">1-7-23(B)</a> (Non-Auto)	
<b>Wireless Providers</b> See <a href="#">4901:1-6-24</a>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

#### Section IV. – Attestation

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

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**AFFIDAVIT**  
***Compliance with Commission Rules***

I am an agent of the applicant corporation, Business Telecom, Inc. and am authorized to make this statement on its behalf.

Please Check ALL that apply:

☐ 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

**Executed on (Date):** November 4, 2011      **at (Location):** Maitland, Florida

/s/Thomas M. Forte

Consultant to Choice One Communications of Ohio Inc.

**\*(Signature and Title)**

November 4, 2011

**(Date)**

- *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.*

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**VERIFICATION**

I, Thomas M. Forte verify that I have utilized the Telecommunications Filing Form for most proceedings 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.

/s/Thomas M. Forte

Consultant to Choice One Communications of Ohio Inc.

**\*(Signature and Title)**

November 4, 2011

**(Date)**

*\*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.*

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***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**

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***Or***

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

**Choice One Communications Of Ohio Inc.  
d/b/a EarthLink Business**

**EXHIBIT A -1**

**EXISTING TARIFF PAGES**

**P.U.C.O Tariff No. 4 (Local Exchange)**

***This tariff P.U.C.O. Tariff No. 4 replaces in its entirety the Company's P.U.C.O. Tariff No. 3 currently on file with the Public Utilities Commission of Ohio.***

**CHOICE ONE COMMUNICATIONS OF OHIO INC.  
d/b/a One Communications**

*Case Number 00-1517-TP-ATA*

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO LOCAL  
EXCHANGE AND INTEREXCHANGE SERVICES WITHIN THE STATE OF OHIO IN THE  
COUNTIES OF**

Adams	Cuyahoga	Highland	Monroe	Summit
Athens	Erie	Hocking	Montgomery	Trumbull
Belmont	Fairfield	Jefferson	Muskingum	Tuscarawas
Brown	Fayette	Lake	Perry	Warren
Butler	Franklin	Lawrence	Pickaway	Washington
Champaign	Gallia	Lucas	Portage	Wayne
Clark	Geauga	Madison	Sandusky	Wood
Columbiana	Greene	Mahoning	Seneca	Wyandot
Coshocton	Hancock	Miami	Stark	

This tariff describes the terms and conditions, services and rates applicable to the provisioning of Basic Local Exchange Services regulated and tarified in accordance with Chapter 4901:1-6, Ohio Administrative Code (O.A.C.). This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 5 Wall Street, Burlington, MA 01803.

Choice One Communications of Ohio Inc. d/b/a One Communications agrees to abide by the regulations contained in Retail Telecommunication Services rules as set forth in the Ohio Administrative Code.

Issued: 10/6/11

Effective: 10/6/11

Issued by: Vice President of Regulatory Compliance  
Choice One Communications of Ohio Inc. d/b/a One Communications  
5 Wall Street  
Burlington, MA 01803

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**CHECK SHEET**

The pages of this tariff are effective as of the date shown. The original and revised Pages named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	31	Original	61	Original		
2	Original	32	Original	62	Original		
3	Original	33	Original	63	Original		
4	Original	34	Original	64	Original		
5	Original	35	Original	65	Original		
6	Original	36	Original	66	Original		
7	Original	37	Original	67	Original		
8	Original	38	Original	68	Original		
9	Original	39	Original				
10	Original	40	Original				
11	Original	41	Original				
12	Original	42	Original				
13	Original	43	Original				
14	Original	44	Original				
15	Original	45	Original				
16	Original	46	Original				
17	Original	47	Original				
18	Original	48	Original				
19	Original	49	Original				
20	Original	50	Original				
21	Original	51	Original				
22	Original	52	Original				
23	Original	53	Original				
24	Original	54	Original				
25	Original	55	Original				
26	Original	56	Original				
27	Original	57	Original				
28	Original	58	Original				
29	Original	59	Original				
30	Original	60	Original				

\*New or Revised.



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**EXPLANATION OF SYMBOLS**

A revision of a Tariff page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

C - Change in Regulation

D - Discontinued rate or regulation

I - Increased rate

M - Moved from another tariff location

N - New rate or regulation

R - Reduction in a rate or charge

S – Reissued matter

T - Changed in text but no change in rate or regulation

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**EXPLANATION OF TERMS**

**AGENCY**

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

**ALTERNATE ROUTING ("AR")**

Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes for a period (night service).

**AUTHORIZED USER**

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

**ATTENDANT**

An operator of a PBX console or telephone switchboard.

**AUTOMATIC LOCATION IDENTIFICATION ("ALI")**

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

**AUTOMATIC NUMBER IDENTIFICATION ("ANI")**

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

**CALL INITIATION**

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

**CALL TERMINATION**

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

**CENTRAL OFFICE**

An operating office of the Company where connections are made between telephone exchange lines.

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EXPLANATION OF TERMS (Cont'd.)

**CENTRAL OFFICE LINE**

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

**CHANNEL**

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

**COMPANY**

Choice One Communications of Ohio Inc. unless otherwise clearly indicated from the context.

**COMMISSION**

Public Utilities Commission of Ohio.

**CUSTOMER**

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

**CUSTOMER PREMISES EQUIPMENT ("CPE")**

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

**DEFAULT ROUTING ("DR")**

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

**DIAL PULSE ("DP")**

The pulse type employed by a rotary dial station set.

**DIRECT INWARD DIAL ("DID")**

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

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**EXPLANATION OF TERMS** (Cont'd.)

**DIRECT OUTWARD DIAL ("DOD")**

A service attribute that allows individual station users to access and dial outside numbers directly.

**DUAL TONE MULTI-FREQUENCY ("DTMF")**

The pulse type employed by tone dial station sets. (Touch tone)

**E911 SERVICE AREA**

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

**E911 CUSTOMER**

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

**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 SERVICE**

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

**FINAL ACCOUNT**

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

**FLAT RATE SERVICE**

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area

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**EXPLANATION OF TERMS** (Cont'd.)

**HANDICAPPED PERSON**

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

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**EXPLANATION OF TERMS** (Cont'd.)

**INTERFACE**

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

**INTERRUPTION**

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

**LATA**

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside the area ("interLATA") service is provided by long distance companies.

**LINK**

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

**LOCAL CALL**

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

**LOCAL CALLING AREA**

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

**LOCAL SERVICE**

Telephone exchange service within a local calling area.

**LOOP START**

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

**LOOPS**

Segments of a line that extend from the serving central office to the originating and to the terminating point.

**MESSAGE RATE SERVICE**

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

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**EXPLANATION OF TERMS** (Cont'd.)

**MOVE**

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

**MULTILINE HUNT**

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

**ON-NET**

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

**PORT**

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

**PRIVATE BRANCH EXCHANGE SERVICE ("PBX")**

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

**RATE CENTER**

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

**REFERRAL PERIOD**

The time frame, during which calls to a number that has been changed, will be sent to a recording which will inform the caller of the new number.

**SELECTIVE ROUTING ("SR")**

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

**TOLL CALL**

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



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**1 - APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to intrastate local exchange telecommunications services provided by Carrier for telecommunications between points within the State of Ohio. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by an interexchange telephone company or other common carrier for use in accessing the services of Carrier.

The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Public Utilities Commission of Ohio. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

All telephone companies are subject to the Commission's rules for minimum telephone service standards found in §4901:1-6 of the Ohio Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under Retail Telecommunication Services rules and that these safeguards can be found in §4901:1-6 of the Ohio Administrative Code.

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## 2 - GENERAL RULES AND REGULATIONS

### 2.1 USE OF FACILITIES AND SERVICE

#### 2.1.1 Undertaking of the Company

The Company shall be responsible only for the installation, operation and maintenance of service that it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

#### 2.1.2 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

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.

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.2 Obligation of the Company (Cont'd.)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.3 Use of Service

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- E. Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

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**2 - GENERAL RULES AND REGULATIONS (Cont'd.)**

**2.1 USE OF FACILITIES AND SERVICE (Cont'd.)**

**2.1.3 Use of Service (Cont'd.)**

- F. Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- G. Carrier's services may be denied for any use by Customer that is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.
- H. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- I. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- J. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.3 Use of Service (Cont'd.)

K. PROHIBITED USES

- (1) The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
- (2) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
- (3) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (4) A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- (5) Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.
- (6) The services of the Company shall not be used to transmit impermissible content.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.4 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.5 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.6 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.1.7 Minimum Use Contracts

The Company may offer services which require a minimum use guarantee ("MUG"). The Subscriber agrees to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

Should the Subscriber choose to terminate a MUG agreement prior to its expiration date, the Subscriber will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Carrier's approval, Subscriber converts to another Company service with equal or greater term and minimum usage commitments.

If no minimum usage requirement is specified in the agreement, upon early termination of Subscriber's agreement, Subscriber will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term. The minimum initial billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability

- 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 arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.



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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- F. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

- G. The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.
- H. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- I. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

J. The Company is not liable for any claims for loss or damages involving:

- (1) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (2) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- (3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- (4) Any act or omission in connection with the provision of 911, E911 or similar services;
- (5) Any noncompletion of calls due to network busy conditions;
- (6) Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
- (7) Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.

2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

- K. The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (1) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

K. (Cont'd.)

- (2) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- (3) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within one (1) year after the date of the occurrence that gave rise to the claim.

L. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

M. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

**2 - GENERAL RULES AND REGULATIONS (Cont'd.)**

**2.1 USE OF FACILITIES AND SERVICE (Cont'd.)**

**2.1.9 Use of Service**

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

**2.1.10 Use and Ownership of Equipment**

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

**2.1.11 Blocking of Service**

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services. The Company reserves the right to block services that violate the prohibited use policy.

**2.1.12 Testing, Maintenance, and Adjusting**

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.13 Non-routing 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 not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.14 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

2.1.15 Rights-of-way

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.16 Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.1.17 Governmental Authorizations

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Public Utilities Commission of Ohio or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

2.1.18 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.



2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.19 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Company's network.

The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

**2 - GENERAL RULES AND REGULATIONS (Cont'd.)**

**2.2 MINIMUM PERIOD OF SERVICE**

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tarified rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.3.2 Deposits

Deposits will be administered in accordance with the Retail Telecommunication Services rules as codified in §4901:1-6 and §4901:1-17-05 in the Ohio Administrative Code.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd.)

2.3.3 Late Payment Charges

- A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the 14<sup>th</sup> day following the date of the postmark on the envelope containing the company's bill for service.
- B. A late payment charge of 1.5% will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed, but not paid for, but will apply to the accumulated services for which the customer is in arrears. The late payment charges are to be applied without discrimination.
- C. Late payment charges do not apply to final accounts.
- D. Late payment charges do not apply to government agencies of the State of Ohio. These agencies are required to make payment in accordance with applicable state law.

**2 - GENERAL RULES AND REGULATIONS (Cont'd.)**

**2.4 TELEPHONE SURCHARGES/TAXES**

**2.4.1 General**

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Ohio gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

**2.4.2 Telecommunications Relay Service (TRS)**

Customers may be assessed a charge per line per month to fund the Telecommunication Relay Services for the State of Ohio in accordance with section 4905.84 of the Revised Code. This charge shall in no event exceed the per end user line (or equivalent) assessment of the Public Utilities Commission of Ohio levied upon the Company.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.5 FLEXIBLE PRICING

2.5.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates.

2.5.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- B. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are not regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- D. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.6 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.6.1 Application of Rates

- A. Business rates as described in this Tariff apply to service furnished:
- (1) In office buildings, stores, factories and all other places of a business nature;
  - (2) In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
  - (3) At any location when the listing or public advertising indicates a business or a profession;
  - (4) At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
  - (5) At any location where the customer resells or shares exchange service;
- B. Public Access Line service is classified as business service regardless of the location.
- C. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.6 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd.)

2.6.2 Telephone Number Changes

When a business customer changes telephone numbers, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned customers. The customer may order a Vanity Number where facilities permit.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.



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**2 - GENERAL RULES AND REGULATIONS (Cont'd.)**

**2.7 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS**

**2.7.1 Application of Rates**

Residential rates as described in this Tariff apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

**2.7.2 Telephone Number Changes**

When a residential customer changes telephone numbers, the referral period for the disconnected number is 90 days.

The company reserves all rights to any telephone numbers assigned to customers from local service. Customers may order Vanity Numbers where facilities permit.

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.8 CREDIT ALLOWANCES

2.8.1 Use of another Means of Communication

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

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3 – TERMINATION LIABILITY

3.1 EARLY TERMINATION PENALTY/EARLY TERMINATION FEE

This tariff section applies to term agreements signed on or after January 12, 2006.

Several of the services offered by the Company are available at reduced prices if the Customer agrees at the time the order is placed to continued service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then an Early Termination Penalty ("ETP") may apply. If a Customer disconnects service prior to the fulfillment of the term plan contracted, then an ETP will be due to Company from Customer. The ETP will be comprised of:

- A. The difference between the monthly rate for the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected; and
- B. All waived non-recurring charges, promotional considerations or equipment credits specifically related to the term agreement that have been provided to the customer since the beginning of the term.

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 that may have should a dispute arise.

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4 - SPECIAL SERVICES AND PROGRAMS

4.1 LIFELINE TELEPHONE SERVICE

4.1.1 Lifeline Discounted Service

This low price individual message rate service provides a full waiver of the \$3.50 federal subscriber line charge. There is no monthly allowance for local calls. Primary area and home region calls are untimed. Extended area calls (where available) are timed.

4.1.2 Eligibility

These services are restricted to low income residential customers for a single exchange access line at the principle residence. To qualify for Lifeline service a customer must be certified as income eligible for benefits from any one of the Home Energy Assistance Programs (HEAP) or at least one of the following Entitlement Programs administered by the State of Ohio Department of Social Services:

- Aid to Families with Dependent Children (AFDC)
- Food Stamps
- Home Energy Assistance Program (HEAP)
- Home Relief
- Medicaid
- Supplemental Security Income (SSI)

In addition, applicants are eligible for Lifeline service when approved to receive either a Veteran's Disability Pension or a Veteran's Surviving Spouse Pension. Applicants must provide proof to the Company that they are receiving one of these Pensions.

An individual's eligibility may be documented by information obtained by the Company as a result of enrollment programs, including but not limited to confidential computerized matching programs, conducted by the Company in conjunction with state agencies.

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4 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

4.1 LIFELINE TELEPHONE SERVICE (Cont'd.)

4.1.2 Eligibility (Cont'd.)

Applicants must provide proof to the Company that they are certified as income eligible to receive one or more of the above benefits. After initial contact the customer is sent an application form to be completed by the customer or their authorized representative, as designated by the State of Ohio Department of Social Services and identified as so authorized on the customer's card for any of the above benefits. Lifeline rates will not be offered until proof of eligibility is provided to the Company.

Life Line services are effective upon receipt of a completed and signed form or an application form certified from an entity authorized by the Company. If the form is not returned, no further action is taken by the Company to establish eligibility. The Life Line discount is credited as of the service connection date.

The Company, in coordination with appropriate agencies, will periodically verify each Lifeline Customer's eligibility. If a Customer is identified as being ineligible, the Customer will be notified that unless the information is shown to be in error, the Lifeline discount will be discontinued. The customer will be billed for discounts received for any period in which he or she is proven to be ineligible for the service.

4.1.3 Charges

For connection of new service, service connection charges apply unless the customer qualifies for connection assistance under the Link Up America plan as outlined in Section 4.2 following.

Service connection charges do not apply to change existing service from:

- A. Flat Rate Service to Basic Lifeline service;
- B. Basic Lifeline service to Flat Rate Service.

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**4 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)**

**4.2 LINK UP AMERICA**

The Link Up America program is a connection assistance plan which provides for the reduction of one-half of the charges associated with connection of telephone service, up to \$30.00, subject to the following eligibility criteria:

- A. The applicant must meet the requirements for qualification for Lifeline Telephone Service stipulated in Section 4.1.2 of this tariff;
- B. The assistance can only apply for a single telephone line at the principal place of residence of the applicant;
- C. The applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years old.

In no cases will the charges for connection of service for eligible Customers exceed that of the dominant local exchange provider in the same area.

**4.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER**

- A. The Company will provide, upon request, specialized telecommunications equipment for customers certified as hearing or speech impaired.
- B. A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of Ohio.
- C. The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- D. The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- E. The Company will also advise customers who request this equipment of the applicable terms for purchase.

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4 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

4.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

4.4.1 General

Handicapped persons who have been certified to the Company as having a hearing or speech impairment which requires that they communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a fifty percent (50%) discount on local measured rate service.

4.4.2 Certification

Acceptable certifications are:

- A. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of Ohio, or
- B. Pre-existing certifications establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

4.4.3 Qualification

Those customers qualifying for the discount are persons whose impairment is such that competent authority would certify them as being unable to use a telephone for voice communication. See Explanation of Terms, "Handicapped Person," for a listing of the necessary qualifications.

4.4.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

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4 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

4.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

4.5.1 General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of network facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

4.5.2 Regulations

- A. This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the "Agency".
- B. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of at least one year
- C. 911 service is furnished for incoming calls only.



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4 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

4.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

4.5.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

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 installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, 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 the 911 service.

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4 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

4.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

4.6.1 General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

4.6.2 Regulations

- A. In addition to the following, the regulations in 4.5.2 apply.
- B. 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. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
- C. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. The Company will release such information to the Agency periodically for the update of their systems.
- D. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
- E. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

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4 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

4.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd.)

4.6.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, including default routing, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including for default routing.

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 installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, 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 the 911 service.

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4 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

4.7 OHIO RELAY SERVICE

4.7.1 General

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

4.7.2 Regulations

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

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4 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

4.7 OHIO RELAY SERVICE (Cont'd.)

4.7.3 Liability

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

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4 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

4.8 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS

4.8.1 General

Persons who are blind or whose disability causes difficulty with hand and finger coordination and use of a telephone qualify for a Special Credit Card. The card may be used from any telephone within the Company's territory to place calls within and outside the State of Ohio at a special rate or to place calls from a telephone outside of the Company's territory, but within the State of Ohio at rates applicable to the territory from which the call is made.

4.8.2 Rates

Within the Company's Territory:

Station to station toll calls placed with operator assistance will be billed at the lower rate normally applicable to calls placed without operator assistance. Local calls cannot be charged to the card. Person-to-person calls charged to the card will be billed at the higher operator handled rate.

Outside the Company's Territory, but within the State of Ohio:

All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

4.8.3 Qualification

The following criteria will be used to determine eligibility for the Special Credit Card:

- A. "Legally Blind" - those whose visual acuity is 20/200 or less in the better eye with correcting glasses or whose widest diameter or visual field subtends an angular distance no greater than 20 degrees.
- B. "Physically Handicapped" - those who are certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitations.

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4 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

4.8 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS (Cont'd.)

4.8.3 Qualification (Cont'd.)

- C. Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or non-coin telephone. Acceptable certifications are those made by a licensed physician ophthalmologist or optometrist.

4.8.4 Billing Authorization

Responsibility for payment of charges may be handled in one of two ways:

- A. The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. In this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.
- B. Another party may agree to accept responsibility for payment of charges incurred through use of at the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

In either case, the applicant is the only authorized user of the Special Credit Card. If the person accepting payment responsibility has service within the Company's service territory, charges will be billed on a regular monthly bill; otherwise a separate bill will be sent.

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5 - SPECIAL ARRANGEMENTS

5.1 SPECIAL CONSTRUCTION

5.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a, b, and c.

5.1.2 Basis for Cost Computation

The costs referred to in 5.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - 1) equipment and materials provided or used;
  - 2) engineering, labor, and supervision;
  - 3) transportation; and
  - 4) rights of way and/or any required easements.
- B. Cost of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.



5 - SPECIAL ARRANGEMENTS (Cont'd.)

5.1 SPECIAL CONSTRUCTION (Cont'd.)

5.1.2 Basis for Cost Computation (Cont'd.)

- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Tariff preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

5.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.

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5 - SPECIAL ARRANGEMENTS (Cont'd.)

5.1 SPECIAL CONSTRUCTION (Cont'd.)

5.1.3 Termination Liability (Cont'd.)

- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a. equipment and materials provided or used;
    - b. engineering, labor, and supervision;
    - c. transportation; and
    - d. rights of way and/or any required easements;
  - 2) license preparation, processing, and related fees;
  - 3) tariff preparation, processing and related fees;
  - 4) cost of removal and restoration, where appropriate; and
  - 5) any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 5.1.3.B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 5.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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5 - SPECIAL ARRANGEMENTS (Cont'd.)

5.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

5.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in this Tariff. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- 1) LATA and type of switch
- 2) The V&H distance from the central office to the customer's premises
- 3) Service description
- 4) Rates and charges
- 5) Quantity of circuits
- 6) Length of the agreement.

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6 – SERVICES, RATES & CHARGES

6.1 NETWORK SWITCHED SERVICES

6.1.1 General

Network Switched Service provide a customer with a connection to the Company's switching network which enables the customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling.

Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

All Network Switched Service may be connected to customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

Connection charges as described in this Tariff apply to all service on a one-time basis unless waived pursuant to this Tariff.

Charges for Network Switched Service include a nonrecurring service connection charge and a monthly recurring charge for each line. Monthly recurring charges apply to optional service features. In addition to other rate elements described above, measured and message usage charges will apply.

6.1.2 Exchange Areas Served

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by AT&T Ohio. The Company concurs in the local calling areas specified in the Local Exchange Services Tariffs of AT&T Ohio.

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6 – SERVICES, RATES & CHARGES (Cont'd.)

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.3 Measured Rate Service\*

Measured Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of call duration in addition to a base monthly charge

Each Measured Rate Service corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Measured Rate Service lines are provided for connection to a single, customer, customer-provided station set or facsimile machine.

Each Measured Rate Service has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the company of the Number Portability arrangement.

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total minutes of use during the billing period.

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to April 10, 2003.

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6 – SERVICES, RATES & CHARGES (Cont'd.)

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.4 Message Rate Service

Message Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of call duration in addition to a base monthly charge

Each Message Rate Service corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Message Rate Service lines are provided for connection to a single, customer, customer-provided station set or facsimile machine.

Each Message Rate Service has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier.

In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the company of the Number Portability arrangement.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

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6 – SERVICES, RATES & CHARGES (Cont'd.)

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.5 Flat Rate Service\*

Flat Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. The customer is not charged for calls to points within the local exchange area.

Each Flat Rate Service corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Flat Rate Service lines are provided for connection to a single, customer, customer-provided station set or facsimile machine.

Each Flat Rate Service has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier.

In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the company of the Number Portability arrangement.

Charges for each Flat Rate Service line include a monthly recurring Base Service Charge and an additional fixed monthly fee.

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to April 10, 2003.

6 – SERVICES, RATES & CHARGES (Cont'd.)

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.6 Base Service Line Rates\*

A. Columbus Market

	<u>Maximum</u>	<u>Current</u>
Nonrecurring Connection Charge, New Install:	\$75.00	\$45.00

Customers with 1-10 Lines

Monthly Recurring Charges						
Term of Service	Measured Rate		Message Rate		Flat Rate	
	Maximum	Current	Maximum	Current	Maximum	Current
Month-to-Month	\$40.00	\$22.95	\$40.00	\$23.15	\$75.00	\$42.75
12 Month	\$40.00	\$22.05	\$40.00	\$22.10	\$75.00	\$41.25
24 Month	\$40.00	\$21.20	\$40.00	\$21.05	\$75.00	\$39.80
36 Month	\$40.00	\$20.30	\$40.00	\$20.00	\$75.00	\$38.35
48 Month	\$40.00	\$20.30	\$40.00	\$20.00	\$75.00	\$38.35
60 Month	\$40.00	\$20.30	\$40.00	\$20.00	\$75.00	\$38.35

B. Dayton Market

	<u>Maximum</u>	<u>Current</u>
Nonrecurring Connection Charge, New Install:	\$75.00	\$45.00

Customers with 1-10 Lines

Monthly Recurring Charges						
Term of Service	Measured Rate		Message Rate		Flat Rate	
	Maximum	Current	Maximum	Current	Maximum	Current
Month-to-Month	\$40.00	\$18.05	\$40.00	\$19.25	\$75.00	\$42.75
12 Month	\$40.00	\$17.35	\$40.00	\$17.40	\$75.00	\$41.25
24 Month	\$40.00	\$16.60	\$40.00	\$16.50	\$75.00	\$39.80
36 Month	\$40.00	\$15.90	\$40.00	\$15.60	\$75.00	\$38.35
48 Month	\$40.00	\$15.90	\$40.00	\$15.60	\$75.00	\$38.35
60 Month	\$40.00	\$15.90	\$40.00	\$15.60	\$75.00	\$38.35

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to April 10, 2003.



6 – SERVICES, RATES & CHARGES (Cont'd.)

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.6 Base Service Line Rates\* (Cont'd.)

C. Akron Market

	<u>Maximum</u>	<u>Current</u>
Nonrecurring Connection Charge, New Install:	\$75.00	\$45.00

Customers with 1-10 Lines

Monthly Recurring Charges						
Term of Service	Measured Rate		Message Rate		Flat Rate	
	Maximum	Current	Maximum	Current	Maximum	Current
Month-to-Month	\$40.00	\$20.95	\$40.00	\$21.20	\$75.00	\$42.75
12 Month	\$40.00	\$20.15	\$40.00	\$20.20	\$75.00	\$41.25
24 Month	\$40.00	\$19.35	\$40.00	\$19.20	\$75.00	\$39.80
36 Month	\$40.00	\$18.50	\$40.00	\$18.20	\$75.00	\$38.35
48 Month	\$40.00	\$18.50	\$40.00	\$18.20	\$75.00	\$38.35
60 Month	\$40.00	\$18.50	\$40.00	\$18.20	\$75.00	\$38.35

D. Usage Rates

Customers who agree to subscribe to Measured Rate Service for terms of 12, 24, 36, 48 or 60 months will be charged the following usage rates:

Customers with 1-10 Lines

Local Calling				
Term Period	Per Message Rates		Per Minute Rates	
	Maximum	Current	Maximum	Current
12 Month	\$0.75	\$0.060	\$0.20	\$0.020
24 Month	\$0.75	\$0.060	\$0.20	\$0.019
36 Month	\$0.75	\$0.060	\$0.20	\$0.018
48 Month	\$0.75	\$0.060	\$0.20	\$0.018
60 Month	\$0.75	\$0.060	\$0.20	\$0.018

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to April 10, 2003.

6 – SERVICES, RATES & CHARGES (Cont'd.)

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.7 ChoiceXchange Basic Line Service (message rate service)\*

A. Columbus Market

Two Product Bundling  
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling, Per Message Rates		Toll, Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$20.00	\$0.75	\$0.060	\$0.50	\$0.0810
24 Month	\$30.00	\$18.25	\$0.75	\$0.060	\$0.50	\$0.0750
36 Month	\$30.00	\$16.50	\$0.75	\$0.050	\$0.50	\$0.0650
48 Month	\$30.00	\$16.50	\$0.75	\$0.050	\$0.50	\$0.0650
60 Month	\$30.00	\$16.50	\$0.75	\$0.050	\$0.50	\$0.0650

Three Product Bundling  
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling, Per Message Rates		Toll, Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$16.50	\$0.75	\$0.060	\$0.50	\$0.0750
24 Month	\$30.00	\$14.75	\$0.75	\$0.050	\$0.50	\$0.0670
36 Month	\$30.00	\$13.00	\$0.75	\$0.050	\$0.50	\$0.0618
48 Month	\$30.00	\$13.00	\$0.75	\$0.050	\$0.50	\$0.0618
60 Month	\$30.00	\$13.00	\$0.75	\$0.050	\$0.50	\$0.0618

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to April 10, 2003.

6 – SERVICES, RATES & CHARGES (Cont'd.)

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.7 ChoiceXchange Basic Line Service (message rate service)\* (Cont'd.)

B. Dayton Market

Two Product Bundling  
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling, Per Message Rates		Toll, Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$15.60	\$0.75	\$0.060	\$0.50	\$0.0810
24 Month	\$30.00	\$14.10	\$0.75	\$0.060	\$0.50	\$0.0750
36 Month	\$30.00	\$12.55	\$0.75	\$0.050	\$0.50	\$0.0650
48 Month	\$30.00	\$12.55	\$0.75	\$0.050	\$0.50	\$0.0650
60 Month	\$30.00	\$12.55	\$0.75	\$0.050	\$0.50	\$0.0650

Three Product Bundling  
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling, Per Message Rates		Toll, Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$12.55	\$0.75	\$0.060	\$0.50	\$0.0750
24 Month	\$30.00	\$11.05	\$0.75	\$0.050	\$0.50	\$0.0670
36 Month	\$30.00	\$10.25	\$0.75	\$0.050	\$0.50	\$0.0618
48 Month	\$30.00	\$10.25	\$0.75	\$0.050	\$0.50	\$0.0618
60 Month	\$30.00	\$10.25	\$0.75	\$0.050	\$0.50	\$0.0618

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to April 10, 2003.

6 – SERVICES, RATES & CHARGES (Cont'd.)

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.7 ChoiceXchange Basic Line Service (message rate service)\* (Cont'd.)

C. Akron Market

Two Product Bundling  
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling, Per Message Rates		Toll, Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$18.20	\$0.10	\$0.060	\$0.50	\$0.0810
24 Month	\$30.00	\$16.55	\$0.10	\$0.060	\$0.50	\$0.0750
36 Month	\$30.00	\$14.90	\$0.10	\$0.050	\$0.50	\$0.0650
48 Month	\$30.00	\$14.90	\$0.10	\$0.050	\$0.50	\$0.0650
60 Month	\$30.00	\$14.90	\$0.10	\$0.050	\$0.50	\$0.0650

Three Product Bundling  
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling, Per Message Rates		Toll, Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$14.90	\$0.10	\$0.060	\$0.50	\$0.0750
24 Month	\$30.00	\$13.25	\$0.10	\$0.050	\$0.50	\$0.0670
36 Month	\$30.00	\$12.10	\$0.10	\$0.050	\$0.50	\$0.0618
48 Month	\$30.00	\$12.10	\$0.10	\$0.050	\$0.50	\$0.0618
60 Month	\$30.00	\$12.10	\$0.10	\$0.050	\$0.50	\$0.0618

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to April 10, 2003.

---

6 – SERVICES, RATES & CHARGES

6.2 SERVICE ACTIVATION FEE

A Service Activation Fee applies for the installation of service at each new service location for either a new or existing customer.

<u>Business</u>		<u>Residence</u>	
Maximum	Current	Maximum	Current
\$100.00	\$70.00	\$100.00	\$70.00

6.3 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

	<u>Business</u>		<u>Residence</u>	
	Maximum	Current	Maximum	Current
First	\$100.00	\$79.00	\$100.00	\$79.00
Additional	\$100.00	\$79.00	\$100.00	\$79.00

6.4 TIME AND MATERIALS CHARGE

A charge for the labor time & materials expended to diagnose any trouble on the customer's side of the demarcation point.

	Maximum	Current
First 60 Minutes	\$200.00	\$129.00
Additional 30 Minute Increments	\$100.00	\$41.00

6.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

	Maximum	Current
Charge	\$5.00	\$5.00

---

6 – SERVICES, RATES & CHARGES (Cont'd.)

6.6 ALPHABETICAL DIRECTORY

6.6.1 Main Listings

- A. The Company contracts with an outside provider, which may be the Incumbent Local Exchange Carrier, for directory listings. All references to the directory of the Company will mean the directory published by the outside provider.
- B. The term “listing” refers to the information in lightface type in the alphabetical directory and the Directory Assistance Records of the Company.
- C. Listings provided without charge are as follows:
  - 1) One listing for each individual line. Where individual lines are grouped for incoming service, only one listing will be provided for each such group.
  - 2) One listing for each PBX or interconnecting system.
- D. The name listed in the directory has no bearing on who is responsible for payment of the account associated with the number being listed.

6.6.2 Liability of the Company for Errors

- A. General  
In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Tariff, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the Directory Assistance operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

---

6 – SERVICES, RATES & CHARGES (Cont'd.)

6.6 ALPHABETICAL DIRECTORY (Cont'd.)

6.6.2 Liability of the Company for Errors (Cont'd.)

B. Allowance for Errors

An allowance for errors in published directory listings or for errors in listings obtainable from the Directory Assistance operator shall be given as follows:

1. Free Listings

For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.

2. Charge Listings

For each additional or charge published directory listing, credit shall be given at the monthly tariff rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.

3. Operator Records

For free or charge listings obtainable from records used by the Directory Assistance operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basis monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.

---

6 – SERVICES, RATES & CHARGES (Cont'd.)

6.7 BLOCKING SERVICE

6.7.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services.

- A. 500, 700, 900 Blocking - allows the subscriber to block all calls beginning with the 500, 700 or 900 prefixes (i.e. 900-XXX-XXXX) from being placed. This feature can be used specifically for either 500, 700 or 900 numbers or any combination thereof.
- B. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- C. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
- D. Toll Restriction Plus Directory Assistance - provides subscribers with Toll Restriction and blocking of 411 calls.

6.7.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.



---

6 – SERVICES, RATES & CHARGES (Cont'd.)

6.7 BLOCKING SERVICE (Cont'd.)

6.7.3 Rates and Charges

	Nonrecurring	
	<u>Maximum</u>	<u>Current</u>
500, 700, 900 Blocking		
– Residential	\$20.00	\$15.00
– Business	\$20.00	\$15.00
Third Number Billed and Collect Call Restriction		
– Residential	\$20.00	\$15.00
– Business	\$20.00	\$15.00
Toll Restriction		
– Residential	\$20.00	\$15.00
– Business	\$20.00	\$15.00
Toll Restriction Plus Directory Assistance		
– Residential	\$20.00	\$15.00
– Business	\$20.00	\$15.00

The above charges apply only when adding blocking services in existing access lines the customer has with the Company after the customer's initial conversion to the Company's local exchange service.

---

6 – SERVICES, RATES & CHARGES (Cont'd.)

6.8 RESALE COST RECOVERY CHARGE

A monthly recurring Resale Cost Recovery Charge will be assessed on all lines for which the entire underlying service is physically provided through the use of an incumbent local carrier's platform. The Resale Cost Recovery Charge is assessed to recover increased costs associated with accessing the incumbent local carrier's local telephone lines and switching equipment.

	<u>Maximum</u>	<u>Current</u>
Monthly recurring charge, per line	\$12.00	\$4.30

**Choice One Communications Of Ohio Inc.  
d/b/a EarthLink Business**

**EXHIBIT A -2**

EXISTING TARIFF PAGES

P.U.C.O Tariff No. 2 (Access)

**CHOICE ONE COMMUNICATIONS OF OHIO INC.**  
**d/b/a One Communications**

**P.U.C.O. Tariff No. 2**  
Second Revised Title Sheet  
Cancels First Revised Title Sheet

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**CHOICE ONE COMMUNICATIONS OF OHIO INC.**

**d/b/a One Communications**

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO COMMUNICATIONS SWITCHED AND DEDICATED

ACCESS SERVICES WITHIN

THE STATE OF OHIO

Case Number 10-259-TP-ATA

This tariff applies to the intrastate charges applying to access telecommunications services furnished by Choice One Communications of Ohio Inc. d/b/a One Communications ("Carrier") between one or more points within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 5 Wall Street, Burlington, MA 01803.

(T)

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Issued: March 1, 2010

Effective: April 1, 2010

Issued by: Vice President, Regulatory Compliance  
Choice One Communications of Ohio Inc. d/b/a One Communications  
5 Wall Street  
Burlington, MA 01803

Filed in accordance with Case No. \_\_\_\_10-259-TP-ATA\_\_\_\_\_

**CHECK SHEET**

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
Title	2 <sup>nd</sup> Revised*	29	Original	58	Original	85	Original
1	5 <sup>th</sup> Revised *	30	Original	59	Original	86	Original
2	4 <sup>th</sup> Revised *	31	Original	60	Original	87	Original
3	2 <sup>nd</sup> Revised	32	Original	61	Original	88	Original
3.1	1 <sup>st</sup> Revised	33	Original	62	Original	89	Original
3.2	Original	34	Original	63	Original	90	Original
4	Original	35	Original	64	Original	91	Original
5	Original	36	Original	65	Original	92	Original
6	Original	37	1 <sup>st</sup> Revised	66	1 <sup>st</sup> Revised	93	Original
7	Original	38	1 <sup>st</sup> Revised	67	1 <sup>st</sup> Revised	94	Original
8	Original	38.1	1 <sup>st</sup> Revised	68	1 <sup>st</sup> Revised	95	Original
9	Original	39	1 <sup>st</sup> Revised	69	1 <sup>st</sup> Revised	96	1 <sup>st</sup> Revised
10	Original	39.1	Original	69.1	Original	96.1	Original
11	Original	40	Original	70	Original	97	Original
12	Original	41	Original	71	Original	98	Original
13	Original	42	Original	72	Original	99	Original
14	Original	43	Original	73	Original	100	1 <sup>st</sup> Revised
15	Original	44	Original	74	Original	101	Original
16	Original	45	Original	75	Original	102	Original
17	1 <sup>st</sup> Revised	46	Original	76	Original	103	Original
18	Original	47	Original	77	2 <sup>nd</sup> Revised	104	Original
19	Original	48	Original	78	2 <sup>nd</sup> Revised	105	Original
20	Original	49	Original	78.1	Original	106	Original
21	Original	50	Original	78.2	Original*	107	Original
22	Original	51	Original	78.3	Original*	108	Original
23	Original	52	Original	79	Original	109	Original
24	Original	53	Original	80	Original	110	Original
25	Original	54	Original	81	Original	111	Original
26	Original	55	Original	82	Original	112	Original
27	Original	56	Original	83	Original	113	Original
28	Original	57	Original	84	Original	114	Original

\* New or Revised

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Effective: April 1, 2010

Issued by: Vice President, Regulatory Compliance  
Choice One Communications of Ohio Inc. d/b/a One Communications  
5 Wall Street  
Burlington, MA 01803

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-259-TP-ATA

CHECK SHEET (Cont'd.)

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
115	Original	128	2 <sup>nd</sup> Revised				
116	Original	129	1 <sup>st</sup> Revised *				
117	1 <sup>st</sup> Revised						
118	1 <sup>st</sup> Revised						
119	1 <sup>st</sup> Revised						
120	3 <sup>rd</sup> Revised*						
120.1	1 <sup>st</sup> Revised						
121	2 <sup>nd</sup> Revised						
122	Original						
123	Original						
124	Original						
125	Original						
126	Original						
127	Original						

\* New or Revised

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Choice One Communications of Ohio Inc. d/b/a/ One Communications  
5 Wall Street  
Burlington, MA 01803



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Issued by: General Counsel  
Choice One Communications of Ohio Inc.  
100 Chestnut St., Suite 700  
Rochester, New York 14604

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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**Issued:**

Issued by: Kim Robert Scovill  
Vice President, Legal and Regulatory Affairs  
Choice One Communications of Ohio Inc.  
100 Chestnut St., Suite 700  
Rochester, New York 14604

**Effective:**

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SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued replacing the tariff sheet affected. Changes will be identified on the revised sheet through the use of the following symbols:

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (S) Indicates Reissued Matter
- (T) Indicates Change of Text Only

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Issued by: Kim Robert Scovill  
Vice President, Legal and Regulatory Affairs  
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100 Chestnut St., Suite 700  
Rochester, New York 14604

**Effective:**

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GENERAL REGULATIONS

## 1.1 APPLICATION OF TARIFF

- 1.1.1 This tariff contains the regulations and rates applicable to intrastate access telecommunications services provided by Carrier for telecommunications between points within the State of Ohio. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 1.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by another common carrier for use in accessing the services of Carrier.
- 1.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 1.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Public Utilities Commission of Ohio. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

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**Issued:**

Issued by: Kim Robert Scovill  
Vice President, Legal and Regulatory Affairs  
Choice One Communications of Ohio Inc.  
100 Chestnut St., Suite 700  
Rochester, New York 14604

**Effective:**

GENERAL REGULATIONS (Cont'd)

1.2 DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY - CHOICE ONE COMMUNICATIONS INC.

COMMISSION - The Public Utilities Commission of Ohio.

---

GENERAL REGULATIONS (Cont'd)

## 1.2 DEFINITIONS (Cont'd)

**CUSTOMER** - The person, firm or corporation which directly or indirectly orders access service and is responsible for the payment of charges and compliance with the Company's regulations. A person, firm or corporation is deemed a Customer of the Company if any of its traffic is terminated to a central office code (NPA-NXX) assigned to the Company or if End Users originate traffic on the Company's network that is routed to the person's, firm's or corporation's network.

**CUSTOMER (Cont'd)** - Should a Customer use the Company's access service, regardless of whether the Customer has affirmatively requested service or has an executed service order, the Customer will be subject to the obligations, rates, and charges as set forth in this Tariff.

**CUSTOMER DESIGNATED PREMISES** - The premises specified by the Customer for termination of Access Services.

**DUAL TONE MULTIFREQUENCY (DTMF)** - Tone signaling, also known as touch tone signaling.

**END OFFICE SWITCH** - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

**END USER** - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

**ENTRY SWITCH** - First point of switching.

**EXCHANGE** - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

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GENERAL REGULATIONS (Cont'd)

## 1.2 DEFINITIONS (Cont'd)

**FACILITIES** - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

**FIRST POINT OF SWITCHING** - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

**INTERSTATE COMMUNICATIONS** - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

**INTRASTATE COMMUNICATIONS** - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

**LOCAL ACCESS AND TRANSPORT AREA (LATA)** - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**LOCAL CALLING AREA** - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

**MESSAGE** - A Message is a Call as defined above.

**OFF-HOOK** - The active condition of Switched Access Service or a telephone exchange line

**ON-HOOK** - The idle condition of Switched Access Service or a telephone exchange line.

**ORIGINATING DIRECTION** - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

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GENERAL REGULATIONS (Cont'd)

## 1.2 DEFINITIONS (Cont'd)

**POINT OF TERMINATION** - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**PREMISES** - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

**SERVING WIRE CENTER** - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

**SPECIAL ACCESS CIRCUIT** - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

**TERMINATING DIRECTION** - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

**TRANSMISSION PATH** - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

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

**WIRE CENTER** - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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GENERAL REGULATIONS (Cont'd)

## 1.3 UNDERTAKING OF THE COMPANY

## 1.3.1 Undertaking of The Company

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

## 1.3.2 Obligation of The Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. 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.

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.2 Obligation of the Company (Cont'd)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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GENERAL REGULATIONS (Cont'd)

## 1.3 UNDERTAKING OF THE COMPANY (Cont'd)

## 1.3.3 Liability of the Company

The Liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances as set forth in this tariff. The extension of such allowances shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of the federal government, or of any other government, including federal and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-out, work stoppages, or other labor difficulties.

- C. To the extent consistent with OH. REV. CODE § 4905.55, the Company shall not be liable for any act or omission of any entity furnishing to the Company or the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

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GENERAL REGULATIONS (Cont'd)

## 1.3 UNDERTAKING OF THE COMPANY (Cont'd)

## 1.3.3 Liability of the Company (Cont'd)

- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- F. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company has the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- H. The Company is not liable for any defacement of or damage to the premises of the Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

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GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.3 Liability of the Company (Cont'd)

- J. The Company is not liable for any claims for loss or damages involving:
- (1) Breach in the privacy or security of communications transmitted over the Company's facilities;
  - (2) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
  - (3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
  - (4) Any act or omission in connection with the provision of 911, E911 or similar services;
  - (5) Any noncompletion of calls due to network busy conditions;
  - (6) Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
  - (7) Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.

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GENERAL REGULATIONS (Cont'd)

## 1.3 UNDERTAKING OF THE COMPANY (Cont'd)

## 1.3.3 Liability of the Company (Cont'd)

## K. Claims

The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- (1) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- (2) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

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GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.3 Liability of the Company (Cont'd)

- L. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. The Company will provide interest in customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment.
- M. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- N. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- O. 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. (N)  
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Effective: December 5, 2008

Issued by: Vice President, Regulatory Compliance  
Choice One Communications of Ohio Inc. d/b/a One Communications  
5 Wall Street  
Burlington, MA 01803

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GENERAL REGULATIONS (Cont'd.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.4 Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

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GENERAL REGULATIONS (Cont'd)

## 1.3 UNDERTAKING OF THE COMPANY (Cont'd)

## 1.3.5 Non-routing 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 not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

## 1.3.6 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

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GENERAL REGULATIONS (Cont'd)

## 1.3 UNDERTAKING OF THE COMPANY (Cont'd)

## 1.3.7 Rights-of-way

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

## 1.3.8 Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

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GENERAL REGULATIONS (Cont'd)

## 1.3 UNDERTAKING OF THE COMPANY (Cont'd)

## 1.3.9 Governmental Authorizations

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Public Utilities Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

## 1.3.10 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

## 1.3.11 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

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GENERAL REGULATIONS (Cont'd)

## 1.3 UNDERTAKING OF THE COMPANY (Cont'd)

## 1.3.12 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

## 1.3.13 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

## 1.3.14 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services. The Company reserves the right to block services that violate the prohibited use policy.

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GENERAL REGULATIONS (Cont'd)

## 1.3 UNDERTAKING OF THE COMPANY (Cont'd)

## 1.3.15 Allowances For Interruption in Service

- A. A credit allowance will be given for any period during which any line subscribed to by Customer hereunder is out of service, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next bill to Customer. A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this Tariff by Company.
- B. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports the service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C. For calculating credit allowances, every month is considered to have thirty (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 services on the interrupted portion of the circuit will receive a credit.
- D. In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:
  - (1) For Monthly Recurring Charges, no credit allowance will be given on interruptions less than thirty (30) minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charge for the service for each period of 30 minutes or at least 15 minutes thereof that the interruptions continues.

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GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.15 Allowances For Interruption in Service (Cont'd)

D. (Cont'd)

- (2) For usage based charges, no credit will be allowed for an interruption less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of:
  - a. the monthly rates;
  - b. the assumed minutes of use charge; or
  - c. the minimum monthly usage charge, whichever is applicable, for each period of 24 hours or major fraction (12 hours and 1 minute) thereof that the interruption continues. However, in the case of the service billed based on actual usage, no credit allowance will be given when the actual usage charge exceeds the minimum monthly usage charge in any one monthly billing period.

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GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.15 Allowances For Interruption in Service (Cont'd)

E. No credit allowance will be made for:

- (1) Interruptions due to the negligence of, or non-compliance with the provisions of the Tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (2) Interruptions of service due to the failure or malfunction of facilities, power, or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
- (3) Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated;
- (4) Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;
- (5) Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposed or for implementation of a Customer order for a change in service arrangements;
- (6) Interruptions of service due to circumstances beyond the control of the Company.

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GENERAL REGULATIONS (Cont'd)

## 1.3 UNDERTAKING OF THE COMPANY (Cont'd)

## 1.3.16 Transmission Specifications

The Company's transmission path will meet the standard transmission specifications as set forth in Bellcore Technical Publications. When the Company uses facilities and services from other service providers, the Company's transmission paths will conform to Bellcore Technical Publications, to the extent that the supplying service provider's facilities and services meet the specifications. The Company will, upon notification by the Customer that the data parameters set forth are not being met, conduct tests independently or in cooperation with the Customer, and take any actions deemed by the Company to be necessary to insure that the data parameters are met.

## 1.3.17 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines may also be made available to the Customer based on previously arranged intervals and format.

## 1.3.18 Acceptance Testing

At no additional charge the Company will, at the Customer's request and where applicable, cooperatively test at the time of installation the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity, and operations signaling. Balance parameters may also be tested where applicable.

## 1.3.19 Routine Testing

At no additional charge the Company will, at the Customer's request and where applicable, test after installation on an automatic or manual basis, 1004 Hz loss, C-message noise, and Balance (Return loss). In the case of automatic testing, the Customer shall provide remote office test lines and 105 test lines with associated responders or their functional equivalent. The frequency of the tests will be as mutually agreed on by the Customer and the Company, but shall consist of not less than quarterly 1004 Hz loss and C-message noise tests, and an annual balance test. Trunk test failures requiring Customer participation for trouble resolution will be provided to the Customer on an as-occurs basis.

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GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.20 Determination of The Number of Transmission Paths

The Customer will determine the number of switched access service transmission paths to be provided for the busy hour minutes of capacity ordered. The Company can assist the Customer in developing the number of transmission paths using standard company engineering methods.

1.3.21 Trunk Group Measurement Reports

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

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GENERAL REGULATIONS (Cont'd)

## 1.4 PROHIBITED USES

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
- B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D. A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- E. Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.
- F. The services of the Company shall not be used to transmit impermissible content.
- G. A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one of the other, and shall not be deemed to constitute a partnership or agency agreement.

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Issued by: Kim Robert Scovill  
Vice President, Legal and Regulatory Affairs  
Choice One Communications of Ohio Inc.  
100 Chestnut St., Suite 700  
Rochester, New York 14604

**Effective:**

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RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICES

2.1.1 Use of Service

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- E. Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- F. Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- G. Carrier's services may be denied for any use by Customer which is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or wilful misrepresentation.
- H. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- I. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.1 Use of Service (Cont'd)

- J. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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RULES AND REGULATIONS (Cont'd)

## 2.1 USE OF FACILITIES AND SERVICES (Cont'd)

## 2.1.3 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

## 2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

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RULES AND REGULATIONS (Cont'd)

## 2.1 USE OF FACILITIES AND SERVICES (Cont'd)

## 2.1.5 Minimum Use Contracts

The Company may offer services which require a minimum use guarantee ("MUG"). The Subscriber agrees to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

Should the Subscriber choose to terminate a MUG agreement prior to its expiration date, the Subscriber will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Carrier's approval, Subscriber converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirement is specified in the agreement, upon early termination of Subscriber's agreement, Subscriber will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

The minimum initial billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

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RULES AND REGULATIONS (Cont'd)**2.2 MINIMUM PERIOD OF SERVICE**

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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RULES AND REGULATIONS (Cont'd)

## 2.3 FLEXIBLE PRICING

## 2.3.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for access service. The Company may change a specific rate within the range of the established minimum and maximum rates.

## 2.3.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- B. Customer notification of a rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.

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RULES AND REGULATIONS (Cont'd)

## 2.4 PAYMENT FOR SERVICE RENDERED

## 2.4.1 Responsibility for All Charges

The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.

## 2.4.2 Deposits

- A. To safeguard its interest, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Rule 4901:1-17 of the Ohio Administration Code. A deposit may be required if the customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) months's charges for tariffed services plus 30% of the monthly estimated charge for a specified customer or; two (2) month's charges for service or facility which has a minimum period of one month. A deposit may be required in addition to an advance payment. Upon discontinuance of service, the Company, with-in forth-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company. Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:17-05 of the Ohio Administration Code. Deposits held for less than 180 days will not accrue interest.
- B. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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RULES AND REGULATIONS (Cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.4.2 Deposits (Cont'd)

C. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

D. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

E. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

2.4.3 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

2.4.4 Payment of Charges

The customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company as set forth in this tariff or by the mutual written agreement of the parties.

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RULES AND REGULATIONS (Cont'd)

## 2.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

## 2.4.4 Payment of Charges (Cont'd)

- A. Non-recurring charges are due and payable as set forth in Section 2.4.4 (B). The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which the service is provided, and Recurring Charges shall be due and payable as set forth in Section 2.4.4 (B). When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- B. All charges are due and payable by the next bill date (i.e., same date in the following month as the bill date), but no sooner than 14 days from the postmark on the current bill, and are payable in immediately available funds.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If service is disconnected by the Company in accordance with Section 2.8 following and later reinstalled, service will be subject to all applicable installation charges for the reinstallation. If service is suspended by the Company and later restored, it will be subject to all applicable restoration charges.

*Section 2.4.5 Returned Check Charge information moved from page 38 of this tariff.*

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RULES AND REGULATIONS (Cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.4.5 Returned Check Charge

- A. A charge will be assessed for checks returned by drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution. At the option of the Company, the returned check charge may be waived because of extenuating circumstances (i.e., bank error).

- B. Returned Check Charge: \$25.00

(M)

(D)

*Returned Check Charge information moved from page 128 of this tariff.*

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RULES AND REGULATIONS (Cont'd)

## 2.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

## 2.4.6 Late Payment and Collection Charges

- A. Customer bills are due on the due date specified on the bill as specified in this paragraph and Section 2.4.4 (B) of this tariff. If any portion of the payment is not received by the Company by the due date, is received by the Company after the due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge shall be due from the Customer to the Company. The late payment charge shall be the portion of the payment not received by the due date, multiplied by a late factor. The late factor shall be the lesser of the following:
- 1) a rate of 1.5 percent per month accrued on a daily basis, from the date such amount was due; or
  - 2) the highest interest rate which may be applied under state law for commercial transactions.
- B. The late payment charge will not be applied to previous late payment charges that have been assessed, but not paid for, but will apply to the accumulated services for which the customer is in arrears. The late payment charges are to be applied without discrimination.
- C. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5 percent a month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting the charges owed to the Company.

*Section 2.5 Disputed Bill general information moved to page 39.1 of this tariff.*

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RULES AND REGULATIONS (Cont'd)

## 2.5 DISPUTED BILLS

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company as set forth in Section 11.1, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the specific invoice disputed, the date of the bill, the specific items on the bill being disputed, and the justification for the dispute.

(C/M)

In order to withhold payment for disputed amounts, the Customer must 1) pay all undisputed amounts by the due date and 2) provide written documentation of the dispute as described in this Section 2.5 by the due date for the billing period in question.

*Disputed Bills general information moved from page 39 of this tariff.*

(C/M)

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RULES AND REGULATIONS (Cont'd)

## 2.5 DISPUTED BILLS (Cont'd.)

## 2.5.1 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 has up to 1 year (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to 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.
- (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:

Public Utilities Commission of Ohio  
180 E. Broad Street  
Columbus, Ohio 43215-3793

## 2.6 TAXES AND OTHER SURCHARGES

Customer shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state, and federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income). Such taxes shall be separately stated on the applicable invoice.

## 2.7 INSPECTION, TESTING AND ADJUSTMENT

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

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RULES AND REGULATIONS (Cont'd)

2.7 INSPECTION, TESTING AND ADJUSTMENT

- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

- A. In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.
- B. Suspension or termination shall not be made until:
  - (1) At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
  - (2) At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.
- C. Access service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Utilities Commission Rules and Regulations.
- E. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

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RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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RULES AND REGULATIONS (Cont'd)

## 2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

## 2.8.4 Termination For Cause Other Than Nonpayment

## A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

- (1) in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
- (2) if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
- (3) in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
- (4) in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

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RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- (1) The use of facilities or service of the Company without payment of tariff charges;
- (2) Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

- (1) If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
- (2) In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
  - a. No charge shall apply for the period during which service had been terminated, and
  - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

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RULES AND REGULATIONS (Cont'd)

## 2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

## 2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

## 2.9 OBLIGATIONS OF THE CUSTOMER

## 2.9.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

## 2.9.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

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RULES AND REGULATIONS (Cont'd)

## 2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

## 2.9.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service. Customer shall provide a safe place to work which complies with all laws and regulations along the rights-of-way and in the equipment spaces which it is responsible for obtaining, and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing facilities and equipment.

Customer shall arrange access to any of the rights-of-way, conduit, and equipment space which it is responsible for obtaining at any time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that, when repair work is required to restore services after interruption, it may be necessary to provide access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. No credit allowance will be made for the period during which service is interrupted for such purposes.

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RULES AND REGULATIONS (Cont'd)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.3 Equipment Space and Power (Cont'd)

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit Customer to comply with its obligations hereunder.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

2.9.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.9.5 Design of Customer Services

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

2.9.6 Network Contingency Coordination

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

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RULES AND REGULATIONS (Cont'd)

## 2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

## 2.9.7 Jurisdictional Reports (Cont'd)

Where possible, the Company will determine the jurisdiction of both originating and terminating calls from the call detail records generated via the switched network, and bill usage according to such determination. A call that enters the Customer's network in a state different from the state in which the called station is located will be classified as interstate. A call that enters the Customer's network at a point within the same state where the called station is located will be classified as intrastate.

In those cases where it is not possible for the Company to determine the jurisdiction of the call from the call detail, the Customer may provide the Company with a percent interstate use. The percent, which should be represented as a whole number, is determined by taking the total interstate usage and dividing by the total minutes of use. The Customer may update the jurisdictional percentages reported to the Company on the First of January, First of April, First of July, and First of October. Reports should be received no later than the 20<sup>th</sup> of each month. Reports will be used on a go-forward basis, and will be in effect until the Customer submits a revised report. Customers beginning service in the middle of a quarter may submit a jurisdictional report at the onset of service.

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RULES AND REGULATIONS (Cont'd)

## 2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

## 2.9.7 Jurisdictional Reports (Cont'd)

In the absence of a Customer-provided percent interstate use, the following percentages will be used:

800 traffic:	100%
900 traffic:	100%
700 traffic:	100%
All other:	percent determined by measurable network usage.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

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RULES AND REGULATIONS (Cont'd)

## 2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

## 2.9.7 Jurisdictional Reports (Cont'd)

The Company reserves the right to verify the percents on the jurisdictional reports by examination of the underlying data. The Company will submit a request for verification in writing to the Customer. Such a request will occur no more than once a year. Once the request is received, the Customer will have 30 days to supply or otherwise make available the data to the Company.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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RULES AND REGULATIONS (Cont'd)

## 2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

## 2.9.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.10.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

## 2.9.9 Measurement of Access Minutes

Customer traffic to end offices will be measured (recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured or imputed to determine the basis for computing chargeable access minutes.

With Multifrequency Address Signaling, usage measurement begins when the originating entry switch receives the acknowledgment wink supervisory signal forwarded from the Customer's point of termination. For originating calls with SS7, usage measurement begins when either the Exit Message (EXM) or the Address Complete Message (ACM) is received.

The measurement of originating call usage ends when the entry 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 entry switch.

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RULES AND REGULATIONS (Cont'd)

## 2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

## 2.9.9 Measurement of Access Minutes (Cont'd)

For terminating calls, the measurement of access minutes begins when the terminating entry switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

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

## 2.9.10 Network Congestion

When a Customer offers service for which a substantial call volume is expected during a short period of time, the Customer must notify the Company at least 48 hours in advance of each peak period. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the telephone number(s) to be used. On the basis of the information provided, the Company may invoke network management controls to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such controls.

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RULES AND REGULATIONS (Cont'd)

## 2.10 AUTOMATIC NUMBER IDENTIFICATION

## 2.10.1 General

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

## 2.10.2 Up to 7 Digit Outpulsing of Access Digits to Customer

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.

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RULES AND REGULATIONS (Cont'd)

## 2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

## 2.10.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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RULES AND REGULATIONS (Cont'd)

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.10.3 Regulations (Cont'd)

- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision A, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- F. The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).

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RULES AND REGULATIONS (Cont'd)

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.10.3 Regulations (Cont'd)

- G. Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

2.10.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to the Public Service Law of the State of Ohio.

2.11 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

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RULES AND REGULATIONS (Cont'd)

## 2.12 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

## 2.12.1 DESCRIPTION

Service Provider Number Portability - Location Routing Number (SPNP-LRN)

SPNP-LRN depends on AIN/IN technology. LRN is a 10-digit number used to uniquely identify a switch that has ported numbers. The LRN for a particular switch must be a native NPA-NXX assigned to the local exchange provider for that switch and serves as a network address. Telecommunications Carriers routing telephone calls to an end-user that has ported their telephone number from one Telecommunications Carrier to another must perform a database query to obtain the LRN that corresponds to the dialed telephone number. The N-1 telecommunications provider (the next to the last terminating carrier) is responsible for determining the LPN for the call being terminated. The database query is performed for all calls where the NPA-NXX of the called number has been marked in the switch as portable. The Telecommunications Carrier routes the call to the appropriate Telecommunications Carrier based on the LPN.

SPNP-LRN will be initially deployed in Cleveland by May 15, 1998, and will continue through a phased in deployment which will complete December 1998 according to FCC Docket No. 95-116, as published in the Local Exchange Routing Guide (LERG). Subsequent deployment in additional switches beyond initial deployment pursuant to FCC Docket No. 95-116 and PUCO Case No. 95-845-TP-COI, will be accomplished through receipt of a bona fide request.

## 2.12.2 TERMS AND CONDITIONS

## A. General

Service Provider Number Portability (SPNP) is only available to telecommunication carriers for use in the provision of a telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of Ohio.

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RULES AND REGULATIONS (Cont'd)

## 2.12 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

## 2.12.2 TERMS AND CONDITIONS

## A. General

Service Provider Number Portability is a service arrangement provided by the Company to Telecommunication Carriers whereby a customer, who switches subscription to local exchange service from the Company to a Telecommunication Carrier is permitted to retain for their use the existing Company assigned telephone number provided that the customer's service location remains within the same Company rate center.

## B. Rules and Regulations

SPNP service is only available to Telecommunication Carriers.

SPNP service and facilities will only be provided where technically feasible, subject to the availability of facilities and pursuant to FCC Docket No. 95-116 and PUCO Case No. 95-845-TP-COI, and may only be furnished from properly equipped central offices. SPNP service and facilities are not offered for Mass-Calling NXX Codes, NXX Codes 555, 976, 950, FX service, or coin telephone service.

General Regulations as found in Part 2 of this Tariff and Section 1 of this Part apply to this Section unless otherwise specified in this Section. The term "customer", which appears in Part 2 of the General Regulations, is the equivalent of the term "telecommunication carrier" as used in this Section.

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RULES AND REGULATIONS (Cont'd)

## 2.12 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

## 2.12.2 TERMS AND CONDITIONS

## B. Rules and Regulations (Cont'd)

Telecommunications Carriers will be assessed Local Number Portability (LNP) Query Charges as defined in F.C.C. No.2, Section 6, as SPNP-LRN becomes available in an area if the Company performs an LNP database query on behalf of the Telecommunications Carrier.

Interim Arrangements (SPNP-Remote and SPNP-Direct) are only available to Telecommunications Carriers in areas where SPNP-Location Routing Number (LRN) is not available. Telecommunications Carriers shall migrate from Interim Arrangements to SPNP-LRN as soon as practicable, but no later than 120 days from the last day which the F.C.C. has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). Requests for Interim Arrangements will also not be processed after the last day which the F.C.C. has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). The parties shall provide long-term number portability to each other in accordance with rules and regulations prescribed by the F.C.C. and/or the P.U.C.O.

Requests for Interim Arrangements will also not be processed after the last day which the F.C.C. has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). The parties shall provide long-term number portability to each other in accordance with rules and regulations prescribed by the F.C.C. and/or the P.U.C.O.

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RULES AND REGULATIONS (Cont'd)

## 2.12 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

## 2.12.2 TERMS AND CONDITIONS

## C. Responsibilities of the Company

The Company's sole responsibility is to comply with the service requests it receives from the Telecommunication Carrier and to provide SPNP in accordance with its tariff. In the event that the Company becomes aware that a dispute or discrepancy may have occurred, it may insist that the Telecommunication Carrier provide to the Company a signed letter of authorization from the end-user.

The Company is not responsible for the allocation of charges for resold or shared SPNP service or for misdialed calls.

## D. Responsibilities of the Telecommunication Carrier

The Telecommunication Carrier is solely responsible to obtain a signed letter of authorization from the end-user for the handling of the disconnection of the end-user's service with the Company, the provision of service by the Telecommunication Carrier and the provision of SPNP service. Should a dispute or discrepancy arise regarding the authority of a Telecommunication Carrier to act on behalf of the end-user, the Telecommunication Carrier is responsible for providing a signed letter of authorization, to the Company. In the event that the Telecommunication Carrier is unable to provide such authorization, the Company may either refuse to disconnect the end-user's service and establish SPNP service as requested by the Telecommunication Carrier or, where the conversion from end-user to SPNP service has already occurred, may choose to restore the end-user's prior service with the Company and terminate SPNP service for that particular end-user. In such event, the Telecommunication Carrier is responsible to compensate the Company for its cancellation costs if the end-user's service had not been disconnected and SPNP service had not yet been established or to pay all applicable restoral costs for terminating the SPNP service and restoring the end-user's prior service with the Company.

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RULES AND REGULATIONS (Cont'd)

## 2.12 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

## 2.12.2 TERMS AND CONDITIONS

## D. Responsibilities of the Telecommunication Carrier (Cont'd)

The Telecommunication Carrier is responsible for coordinating the provision of service with the Company to assure that its switch is capable of accepting SPNP ported traffic.

The Telecommunication Carrier is solely responsible to provide equipment and facilities that are compatible with the Company's service parameters, interfaces, equipment and facilities. The Telecommunication Carrier is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its end-users. In the event that the Company determines in its sole judgment that Telecommunication Carrier will likely impair or is impairing, or interfering with any equipment, facility or service of the Company or any of its end-users, the Company may either refuse to provide SPNP service or terminate it in accordance with other provisions of the Company's tariff.

The Telecommunication Carrier is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP service for which it is not presently providing local exchange service or terminating to an end-user.

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RULES AND REGULATIONS (Cont'd)

## 2.12 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

## 2.12.2 TERMS AND CONDITIONS

## D. Responsibilities of the Telecommunication Carrier (Cont'd)

The Telecommunication Carrier is responsible for designating to the Company at the time of its initial service request for SPNP service one of the following options for the handling and processing of Calling Card, Collect, third party, and other operator handled non-sent paid calls from or to SPNP assigned telephone numbers: (1) the Connecting-Carrier may request that the Company block all such calls; (2) the Telecommunication Carrier may accept billing from the Company for such calls; or (3) the Telecommunication Carrier may negotiate a separate, detariffed billing and collection agreement with the Company establishing the call handling, processing and billing responsibilities of the parties.

## E. Limitations of Service

The Company is not responsible for adverse effects on any service, facility or equipment from the use of SPNP service.

End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by the Company for such calls.

The Company is not responsible to the Telecommunication Carrier if necessary changes in protection criteria or in any of the facilities, operation, or procedures of the Company renders any facilities provided by a Telecommunication Carrier obsolete or renders modification of the Telecommunication Carrier's equipment necessary except as otherwise required by the Public Utilities Commission of Ohio.

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SWITCHED ACCESS SERVICE

## 3.1 GENERAL

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

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

## 3.2 RATE CATEGORIES

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

- Local Switching
- Local/Tandem Transport (Transport Service)
- End User (Common Line) (See Section 4)
- Data Base Services

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SWITCHED ACCESS SERVICE (Cont'd)

3.2 RATE CATEGORIES (Cont'd)

3.2.1 Local Switching

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

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

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

Common Trunk Port, which provides for transport termination in common end office trunk ports. This charge applies to all minutes of use on tandem routed switched access.

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

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SWITCHED ACCESS SERVICE (Cont'd)

## 3.2 RATE CATEGORIES (Cont'd)

## 3.2.2 Transport Service

Transport Service provides for the transmission of calls between the Customer designated premises and the end office switch(es) where the Customer traffic is switched to originate or terminate the Customer's communication. Transport Service is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the Customer designated premise to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals.

Customers who choose Direct Access directly connect with the Company's office(s). In this case, the Customer is responsible for providing its own facility(s) to the Company office(s), and will be charged Port Charges. The Port Charges will consist of a non-recurring connection charge and a recurring monthly rental charge. The Port can be furnished on a DS0 or DS1 basis.

Customers who choose Standard Access connect with the Company's office(s) through another LEC's tandem switch. Transport Service rates are made up of a Transport Termination rate and Tandem Switching rate which are assessed on a per transmission path per access minute basis, and a Transport Mileage rate assessed on a per mile per access minute basis. Common Multiplexing is also associated with Transport Service and is assessed per access minute. The Transport Termination rate provides for the communication frequency transmission path at the Company switching central office and includes the Transport Service portion of central office switching and central office circuit equipment. The Tandem Switching rate applies to all minutes of use switched through the tandem. The Transport Mileage rate applies to transmission facilities provided by the Company between the Company's central office and a remote switching facility. Standard Access calls are also assessed an Interconnection charge per minute to provide for additional handling costs.

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SWITCHED ACCESS SERVICE (Cont'd)

3.2 RATE CATEGORIES (Cont'd)

3.2.2 Transport Service (Cont'd)

For purposes of determining Transport Mileage measurement, distance will be measured from the wire center that normally serves the customer designated premises to the end office switch(es), which may be a Remote Switching Module(s).

Where transmission facilities permit, the individual transmission path between the Customer's designated premises and the first point of switching may at the option of the Customer be provided with the following optional features at no charge:

- Supervisory Signaling
- Customer Specified Entry Switch Receive Level
- Customer Specification of Local Transport Termination

3.2.3 Network Blocking Charge

The Customer will be notified by the Company to increase its capability (Busy Hour Minutes of Capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying FGD traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in this Tariff, for each overflow in excess of ordered capacity.

3.2.4 Data Base Service

Data Base Services are provided using components of the Company's Common Channel Signaling, signaling System 7 (CCS/SS7) network, such as 800 Service and LNP Query Service.

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SWITCHED ACCESS SERVICE (Cont'd)

3.2 RATE CATEGORIES (Cont'd)

3.2.5 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.

3.2.6 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.

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SWITCHED ACCESS SERVICE (Cont'd)

## 3.3 OBLIGATIONS OF THE COMPANY

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

## 3.3.1 Network Management

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

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SWITCHED ACCESS SERVICE (Cont'd)

## 3.3 OBLIGATIONS OF THE COMPANY, (Cont'd)

## 3.3.2 Design and Traffic Routing of Switched Access Service

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

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SWITCHED ACCESS SERVICE (Cont'd)

## 3.3 OBLIGATIONS OF THE COMPANY, (Cont'd)

## 3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

## 3.3.4 Trunk Group Measurements Reports

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

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SWITCHED ACCESS SERVICE (Cont'd)

3.4 OBLIGATIONS OF THE CUSTOMER

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

3.4.1 Report Requirements

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

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.9.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

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SWITCHED ACCESS SERVICE (Cont'd)

3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)

3.4.2 On and Off-Hook Supervision

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

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

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SWITCHED ACCESS SERVICE (Cont'd)

3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

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SWITCHED ACCESS SERVICE (Cont'd)

## 3.5 RATE REGULATIONS, (Cont'd)

## 3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is 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 End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

## A. Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

## B. On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

	<u>Minimum</u>	<u>Maximum</u>
Cancellation Fee	\$100.00	\$500.00

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SWITCHED ACCESS SERVICE (Cont'd)

3.6 RATES AND CHARGES

3.6.1 Recurring Charges

(C)

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3. SWITCHED ACCESS SERVICE (Cont'd.)

3.6 RATES AND CHARGES (Cont'd.)

3.6.1 Recurring Charges (Cont'd.)

(C)

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3. SWITCHED ACCESS SERVICE (Cont'd.)

3.7 PRESUBSCRIBED INTEREXCHANGE CARRIER CHARGE (PICC)

The Presubscribed Interexchange Carrier Charge (PICC) is a monthly charge imposed by the Company on IXC's for multi-line business, ISDN-PRI and T-1 Customers served by the Company who subscribe to the IXC's long distance service. For ISDN-PRI and T-1 Customers, the Company will assess five (5) PICC charges per circuit. An IXC selected by the Customer for both their interLATA and intraLATA long distance service will be subject to a single PICC per line. This charge will not be prorated for a partial month of service, is not subject to any discounting and does not contribute to any monthly minimums.

	Monthly Recurring Charge
Per multi-line business Customer subscribed line	\$4.31
Per ISDN-PRI or T-1 facility	\$21.55
Per Centrex line	\$0.47

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### 3. SWITCHED ACCESS SERVICE

#### 3.8 SERVING CENTRAL OFFICE AND REMOTE SWITCHING LOCATIONS (Cont'd)

The Company maintains Remote Switching Locations at various locations in its network to support connections between End Users and the Company's Central Offices. Mileage for transport between a Remote Switching Location and a Company Central Office is based on airline mileage. A listing of the Company's Central Office and Remote Switching Locations and their designated V&H coordinates is provided below:

Serving Switch			Remote Switching Location		
YNTWOHID5MD	5557	2354	BDMNOH75H04	5573	2347
			CNFDOH02H02	5581	2360
			LRTPOH75H05	5546	2360
			NILSOH65H05	5553	2379
			POLDOH75H01	5568	2339
			YNTWOH74H08	5557	2354
			YNTWOH78H07	5565	2350
			YNTWOH79H04	5562	2362
CLMBOHFQDS4	5973	2554	CLMBOH11HAK	5972	2554
			CLMBOH23H18	5966	2541
			CLMBOH25H09	5970	2549
			CLMBOH26H15	5960	2562
			CLMBOH27H22	5980	2563
			CLMBOH29H17	5968	2558
			CLMBOH44H09	5976	2549
			CLMBOH47H20	5952	2550
			CLMBOH86H26	5960	2530
			CNWIOH83H07	5978	2513
			DBLNOH89H37	5954	2585
			GVCYOH87H11	5995	2558
			HLRDOH87H14	5973	2585
			LNC SOH65H06	5984	2469
			UPAROH45H20	5962	2574
			UPAROH48H23	5970	2566
			WEVLOH88H26	5939	2560
			WOTNOH88H47	5949	2572

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**3. SWITCHED ACCESS SERVICE (Cont'd.)**

**3.8 SERVING CENTRAL OFFICE AND REMOTE SWITCHING LOCATIONS (Cont'd)**

Serving Switch			Remote Switching Location		
AKRNOHETDS0	5640	2472	AKRNOH25H30	5637	2472
			AKRNOH72H05	5644	2466
			AKRNOH78H07	5636	2462
			AKRNOH86H16	5636	2482
			BRTNOH74H06	5652	2476
			CVTPOH02H03	5654	2465
			CYFLOH92H16	5624	2474
			KENTOH67H09	5609	2458
			STOWOH68H04	5616	2470
			TLMDOH63H05	5627	2464
DYTNOHISDS0	6112	2704	CNTMOH43H15	6132	2686
			DYTNOH22H37	6112	2705
			DYTNOH23H11	6096	2701
			DYTNOH25H13	6110	2696
			DYTNOH27H13	6109	2712
			DYTNOH29H15	6121	2695
			DYTNOH89H12	6095	2717
			FRBNOH87H09	6086	2686
			MMBGOH86H10	6140	2701
			PIQUOH77H06	6043	2754
			SPFDOH32H12	6049	2666
			SPFDOH39H07	6036	2669
			XENIAOH37H07	6103	2657
			ZMMNOH42H10	6106	2681

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS

## 4.1 GENERAL

The various types of Carrier service offerings are described below. Carrier services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or for term discount plans of 1 to 5 years. Customers subscribing to a term discount plan may receive a discount on charges for these arrangements. Agreements for services in excess of 5 years will be negotiated on an ICB.

## 4.2 SERVICE CONFIGURATIONS

There are two types of service configurations over which Carrier's services are provided: point-to-point service and multipoint service.

## 4.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

## 4.2.2 Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Carrier hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Carrier determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

## 4.3 CONTRACT RATES - SPECIAL PRICING ARRANGEMENTS-ICB

- 4.3.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis, and will be filed with the PUCO for approval.
- 4.3.2 In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

- 4.4 The following service descriptions and technical specifications will apply to Carrier's services. When references to Bellcore Technical Publications on file with the F.C.C. are made for performance criteria, the criteria will be considered objectives for Carrier's performance. In no case should the reference to these Bellcore standards be construed as creating any warranties on the part of Carrier. Technical publications are available for review by the Customer upon request.

4.4.1 Voice Grade Service (DS-0)

A Voice Grade Facility is a channel which provides voice frequency transmission capability in the normal frequency range of 300 to 3000 HZ and may be terminated as analog two-wire or four-wire, or where facilities permit, as a four-wire in a digital format when used in conjunction with another Voice Grade Facility termination at the other end. Voice Grade Facilities are provided between Customer designated locations or between a Customer designated location and a Carrier's hub.

Transmission specifications are defined in Bellcore Technical Reference TR-TSY-000335, issue 2 and PUB 41004, Table 4, and those publications referenced therein for Voice Grade frequency (300-3000hertz Voice Grade Transmission).

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

## 4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

## 4.4.1 Voice Grade Service (DS-0) (Cont'd)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

		Monthly Rate	Nonrecurring Charge
A.	Channel Termination (Per Termination)		
	(1) Two-Wire		
	- Minimum	\$ ICB	\$ ICB
	- Maximum	\$ ICB	\$ ICB
	(2) Four-Wire		
	- Minimum	\$ ICB	\$ ICB
	- Maximum	\$ ICB	\$ ICB
		<u>Per Mile</u>	
B.	Channel Mileage		
	- Minimum	\$ ICB	
	- Maximum	\$ ICB	
		<u>Per Termination</u>	
	- Channel Mileage Termination		
	- Minimum	\$ ICB	
	- Maximum	\$ ICB	

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

## 4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

## 4.4.2 Digital Data Service (DDS)

A Digital Data Channel is a channel for duplex four-wire transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides synchronous service with timing provided by Carrier, through Carrier facilities to the Customer in the received bit stream. Digital Data channels are provided only between Customer designated locations and/or between Customer designated locations and a Carrier's hub.

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

	Monthly		Nonrecurring	
	Min.	Max.	Min.	Max.
A. Channel Termination (Per Termination)				
- 2.4 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 4.8 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 9.6 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 19.2 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 56.0 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 64.0 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB

## B. Channel Mileage Facility

	Per Mile	
	Min. Rate	Max. Rate
- 2.4 kbps	\$ ICB	\$ ICB
- 4.8 kbps	\$ ICB	\$ ICB
- 9.6 kbps	\$ ICB	\$ ICB
- 19.2 kbps	\$ ICB	\$ ICB
- 56.0 kbps	\$ ICB	\$ ICB
- 64.0 kbps	\$ ICB	\$ ICB

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

## 4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

## 4.4.2 Digital Data Service (DDS) (Cont'd)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

C. Channel Mileage Termination  
Per Termination

	Min. Rate	Max. Rate
- 2.4 kbps	\$ ICB	\$ ICB
- 4.8 kbps	\$ ICB	\$ ICB
- 9.6 kbps	\$ ICB	\$ ICB
- 56.0 kbps	\$ ICB	\$ ICB
- 64.0 kbps	\$ ICB	\$ ICB

## 4.4.3 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.5644 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Carrier's hub.

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

## 4.4.4 Type I Channels

Type I digital channels are provided where both endpoints of a channel are served by the Company's network.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

## 4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

## 4.4.5 Type II Channels

Type II digital channels are provided where at least one endpoint of a channel is served by the network of an entity with whom the company's network is interconnected; such channels are provided via a combination of the Company's facilities and the facilities of the interconnected entity. Rates for the portions of the service provided over the company's facilities are based on the rates for the corresponding Type I Channel rates. Rates for the portion of the service provided over the facilities of the interconnected entity are based on the rates charged the Company by the interconnected entity. The Company may apply a service charge or mark-up to the rates charged the Company by the interconnected entity.

## 4.4.6 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Carrier's hub. DS-3 service is provided with an electrical interface. As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Carrier's Optical Line Terminating Equipment (OLTE) located in Carrier's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Carrier's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis (ICB)

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

## 4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

## 4.4.7 DS-3 Packaging

DS-3 services may be ordered in multiples as specified in the following. These services are offered in the same configuration as DS-3 service (i.e. either electrical or optical interface), and with the same technical specifications.

A. High Capacity Services

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

		Monthly Rate	Nonrecurring <u>Charge</u>
(1)	Channel Termination (Per Termination)		
a.	DS1 1.544 Mbps		
	- Minimum Rate	\$ ICB	\$ ICB
	- Maximum Rate	\$ ICB	\$ ICB
b.	Capacity of 1 DS3 44.736 Mbps Interface		
	- Minimum Rate	\$ ICB	
	- Maximum Rate	\$ ICB	
	-per DS3 Channel Installed		
	- Minimum Rate	\$ ICB	\$ ICB
	- Maximum Rate	\$ ICB	\$ ICB
c.	Capacity of 3 DS3 44.736 Mbps Interface		
	- Minimum Rate	\$ ICB	
	- Maximum Rate	\$ ICB	
	per DS3 Channel Installed		
	- Minimum Rate	\$ ICB	\$ ICB
	- Maximum Rate	\$ ICB	\$ ICB

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

## 4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

## 4.4.7 DS-3 Packaging (Cont'd)

A. High Capacity Services (Cont'd)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

(1) Channel Termination (Cont'd)  
(Per Termination)

	Monthly Rate	Nonrecurring Charge
d. Capacity of 6 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
-per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB
e. Capacity of 12 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
-per DS3 Channel Installed		\$ ICB
-Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

## 4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

## 4.4.7 DS-3 Packaging (Cont'd)

A. High Capacity Services (Cont'd)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

## (2) Channel Mileage

	Monthly Rate	Minimum	Maximum
a.	Channel Mileage Facility (Per Mile)		
	- 64 kbps	\$ ICB	\$ ICB
	- 1.544 Mbps	\$ ICB	\$ ICB
	- 44.736 Mbps	\$ ICB	\$ ICB
b.	Channel Mileage Termination (Per Termination)		
	- 64 kbps	\$ ICB	\$ ICB
	- 1.544 Mbps	\$ ICB	\$ ICB
	- 44.736 Mbps	\$ ICB	\$ ICB

(3) Term Discounts Percentages  
DS1 and DS3 services  
36 months  
60 months

ICB %  
ICB %

## 4.4.8 Fractional DS-1 Service

Fractional DS-1 service consists of 2 to 24 DS-0 or DDS channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

## 4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

## 4.4.9 Multiplexing Services

Multiplexing is provided in the following configurations:

## M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps channel into 28 DS-1 channels using digital time division multiplexing.

## DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps channel into 24 channels for use with Voice Grade Facilities or DDS.

Multiplexing, per arrangement	Monthly Rate	
	Minimum	Maximum
DS3 to DS1		
DS1 to Voice	\$ ICB	\$ICB
DS1 to DS0	\$ ICB	\$ICB
DS0 to Subrates		
- up to 20 2.4 kpbs services	\$ ICB	\$ICB
- up to 10 4.8 kpbs services	\$ ICB	\$ICB
- up to 5 9.6 kpbs services	\$ ICB	\$ICB

## 4.4.10 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

## 4.5 RATE CATEGORIES

There are seven rate categories that may apply to Carrier's Services.

## 4.5.1 Channel Terminations (CT) / Local Distribution Channel (LDC)

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Carrier's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

## 4.5.2 Channel Mileage Termination (CMT) - Fixed

This rate element applies per termination whenever there is mileage associated with the channel; a channel has mileage associated with it when the endpoints are located in geographic areas normally served out of separate Telephone Company end offices. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

## 4.5.3 Channel Mileage (CM) - Per Mile

This rate element applies whenever there is mileage associated with the channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Telephone end offices which normally serve the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in Section 4.6.4. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

## 4.5 RATE CATEGORIES (Cont'd)

## 4.5.4 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Carrier's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be derived using various combinations of equipment.

## 4.5.5 Extraordinary Charges

From time to time, customers may request special services not addressed specifically by rate elements in this tariff, or services to locations that may cause Carrier to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this tariff shall be approved by the F.C.C. prior to the provision of such service.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

4.5 RATE CATEGORIES (Cont'd)

4.5.6 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this tariff, to customers that subscribe to substantial volumes of Carrier's services.

4.5.7 Term Discounts

Customers will be eligible for discounts for executing agreements for services for 1 to 5 years, as specified in this tariff.

4.6 APPLICATION OF RATE ELEMENTS

The rate elements described in F1 of this tariff will be applied as follows:

4.6.1 Point-To-Point Services

- Channel Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

4.6.2 Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

## 4.7 REGULATIONS AND COMPUTATIONS OF MILEAGE

- 4.7.1 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 4.7.2 All times refer to local time.
- 4.7.3 All inter-city services are rated according to the mileage between the Carrier's Point of Presence in each city.
- 4.7.4 Airline mileage, used in connection with determining rates for intercity portions of services and facilities, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in (e) below. This procedure is referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:
- A. Utilize the "V" and "H" coordinates for each Customer designated location.
  - B. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
  - C. Square each difference obtained in step (ii) above.
  - D. Add the square of the "V" difference and the "H" difference obtained in step (iii) above.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

## 4.7 REGULATIONS AND COMPUTATIONS OF MILEAGE (Cont'd)

## 4.7.4 (Cont'd)

E. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

F. 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.

G. Formula =  $\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

## 4.8 BACK BILLING

Carrier shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the customer was aware of the unbilled services during the period the services were unbilled, for a period of one year after the service was rendered.

## 4.9 TAXES

## 4.9.1 Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

## 4.10 TEMPORARY PROMOTIONAL PROGRAMS

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The waiver of any charge, other than a non-recurring charge, shall be limited to 90 days on a per customer basis.

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END USER ACCESS SERVICE (CARRIER COMMON LINE)

5.1 GENERAL

The Company will provide End User Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. End User Access provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

5.2 LIMITATIONS

No telephone number or detailed billing will be provided with End User Access. Directory listings and intercept arrangements are not included in the rates and charges for End User Line Access.

5.3 APPLICATION OF INTRASTATE CHARGES

Intrastate rates apply only to that portion of End User Access Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.10.7 of this tariff.

5.4

(C)  
|  
|  
|  
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(C)

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SPECIAL ARRANGEMENTS

6.1 SPECIAL CONSTRUCTION

6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of (A), (B), and (C).

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SPECIAL ARRANGEMENTS (Cont'd)

## 6.1 SPECIAL CONSTRUCTION (Cont'd)

## 6.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - (1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a. equipment and materials provided or used;
    - b. engineering, labor, and supervision;
    - c. transportation; and
    - d. rights of way and/or any required easements;
  - (2) license preparation, processing, and related fees;
  - (3) tariff preparation, processing and related fees;
  - (4) cost of removal and restoration, where appropriate; and
  - (5) any other identifiable costs related to the specially constructed or rearranged facilities.

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SPECIAL ARRANGEMENTS (Cont'd)

## 6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

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RESERVED FOR FUTURE USE

7.1

(D)

(D)

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Issued by: Vice President, Regulatory Compliance  
Choice One Communications of Ohio Inc. d/b/a One Communications  
5 Wall Street  
Burlington, MA 01803

Issued under authority of the Public Utilities Commission of Ohio in Case No. 08-1206-TP-ATA



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BILLING AND COLLECTION

8.1 GENERAL

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)
- Chargeable Optional Features
- 800 Database Access Service

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BILLING AND COLLECTION (Cont'd)

## 8.2 RECORDING SERVICE

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

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

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

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BILLING AND COLLECTION (Cont'd)

## 8.2 RECORDING SERVICE (Cont'd)

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

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BILLING AND COLLECTION (Cont'd)

## 8.2 RECORDING SERVICE (Cont'd)

## 8.2.1 Undertaking of the Company

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

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

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

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BILLING AND COLLECTION (Cont'd)

8.2 RECORDING SERVICE (Cont'd)

8.2.2 Liability of the Company

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

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

8.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

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

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

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BILLING AND COLLECTION (Cont'd)

## 8.2 RECORDING SERVICE (Cont'd)

## 8.2.4 Payment Arrangements and Audit Provision

## A. Notice and Scope

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

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BILLING AND COLLECTION (Cont'd)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

B. Payment of Expense

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

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BILLING AND COLLECTION (Cont'd)

## 8.2 RECORDING SERVICE (Cont'd)

## 8.2.4 Payment Arrangements and Audit Provision (Cont'd)

## C. Requests for Examinations

- (1) In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
- (2) An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.
- (3) Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

## D. Audit Provision

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

## E. Minimum Period and Minimum Monthly Charges

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

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BILLING AND COLLECTION (Cont'd)

## 8.2 RECORDING SERVICE (Cont'd)

## 8.2.4 Payment Arrangements and Audit Provision (Cont'd)

## F. Cancellation of a Special Order

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recordings to start. When a customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

## G. Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. All cancellation charges as set forth in (C) preceding will apply for the canceled special order.

## 8.2.5 Rate Regulations

The special order charge applies for each special order accepted by the company for recording service or for a subsequently requested change.

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BILLING AND COLLECTION (Cont'd)

## 8.3 AUTOMATIC NUMBER IDENTIFICATION

ANI provided the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a customer's premises.

## 8.3.1 Rate Regulations

When ANI is delivered (with Feature Group D originating) and the customer is charged the recording rate as set forth in the rate schedule, following, the ANI rate does not apply. If the customer is not charged the recording rate, the ANI rate as set forth in the rate schedule will apply for each ANI record delivered to the customer.

## 8.3.2 Rates &amp; Charges

	<u>Minimum</u>	<u>Maximum</u>
ANI, Per Originating Attempt	\$0.0025	\$0.02500

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BILLING AND COLLECTION (Cont'd)

## 8.4 BILLING NAME AND ADDRESS SERVICE

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

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

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

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

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

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BILLING AND COLLECTION (Cont'd)

## 8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

## 8.4.1 Undertaking of the Company

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- B. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.

- C. The company will specify the format in which requests and tapes are to be submitted.
- D. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.
- E. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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BILLING AND COLLECTION (Cont'd)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.2 Obligations of the Customer

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

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Choice One Communications of Ohio Inc.  
100 Chestnut St., Suite 700  
Rochester, New York 14604

**Effective:**

BILLING AND COLLECTION (Cont'd)

## 8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

## 8.4.2 Obligations of the Customer (Cont'd)

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

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**Effective:**

BILLING AND COLLECTION (Cont'd)

## 8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

## 8.4.2 Obligations of the Customer (Cont'd)

## E. (Cont'd)

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

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

---

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Vice President, Legal and Regulatory Affairs  
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Rochester, New York 14604

**Effective:**

BILLING AND COLLECTION (Cont'd)

## 8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

## 8.4.3 Rate Regulations

- A. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.
- B. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

- C. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.

The percentages provided in the reports as set forth in 8.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

- D. When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

- E. Rates and Charges

	<u>Minimum</u>	<u>Maximum</u>
Service Establishment Charge, Nonrecurring	\$50.00	\$250.00
Request, per telephone number	\$ .10	\$ .50

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**Effective:**



**BILLING AND COLLECTION** (Cont'd)

**8.5 MEET POINT BILLING**

In cases where the Customer chooses to originate and terminate its switched traffic with the Company via the use of another Local Exchange Carrier's (LEC) tandem facilities (tandem connection), Meet Point Billing (MPB) will apply. Both the Company and the other LEC will issue bills to the Customer for services rendered.

With tandem connection, both the Company and the other LEC will prepare its own bill and bill charges in accordance with its own tariff, unless other arrangements are made that are mutually agreeable to both the Company and the Customer. Mileage sensitive charges will be proportionately billed in accordance with industry standards.

**8.6 CHARGEABLE OPTIONAL FEATURES**

800 Database Access Service is provided to all customers in conjunction with switched access service. When a 1+800+NX-XXXX call is originated by an end user, the Company will utilize the SS7 network to query an 800 database to identify the Customer to whom the call will be delivered, and to provide vertical features based on the dialed digits. The call will then be routed to the identified Customer over switched access.

A Basic or Vertical Feature Query charge is assessed for each query launched to the 800 database. The Basic Query provides for the identification of the customer to whom the call will be delivered and includes area of service routing which allows routing of 800 calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same customer identification function in addition to vertical features which may include: (1) call validation, ensuring that call originates from subscribed service areas; (2) POTS translation of 800 numbers; (3) alternate POTS translation, which allows subscribers to vary the routing of 800 calls based on factors such as time of day, place of origin of the call, etc.; (4) multiple carrier routing, which allows subscribers to route to different carriers based on factors similar to those in (3).

**8.6.1 Rates and Charges**

(C)

(C)

(C)

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**Issued: November 4, 2008**

**Effective: December 5, 2008**

Issued by:

Vice President, Regulatory Compliance  
Choice One Communications Inc d/b/a One Communications  
5 Wall Street  
Burlington, MA 01803

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DESCRIPTION AND APPLICATION OF RATES AND CHARGES

9.1 USAGE RATES

Usage rates for switched access service are rates that apply: (1) on a per access minute basis when Direct Access; (2) on a per call blocked basis beyond the blocking threshold for Network Blocking; (3) on a per query basis for 800 Database Queries. All charges are accumulated on a monthly basis. Rates for these services are found in the Rate Attachment.

9.2 MONTHLY RATES

Monthly rates are flat recurring rates that apply each month or fraction thereof that a chargeable optional feature of basic service element is provided. For billing and prorating purposes, each month is considered to have 30 days.

9.3 NONRECURRING CHARGES

Nonrecurring charges are one-time charges that apply for specific work activity. The types of non-recurring charges are as follows:

9.3.1 Access Order Charge

The Access Order Charge applies to all Customer requests for new switched access service, and for additions, changes, or rearrangements to existing service. It is applied on a per order basis to each order received by the Company, and is in addition to any other applicable charges as set forth in this and other sections of this tariff.

(C)

The Access Order Charge does not apply:

- to administrative changes as set forth in 10.3.2 below;
- when a change in a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- when a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

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Burlington, MA 01803

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DESCRIPTION AND APPLICATION OF RATES AND CHARGES (Cont'd)

9.3 NONRECURRING CHARGES (Cont'd)

9.3.2 Installation of Service

Non-recurring charges apply to each Direct Access service installed. This charge applies only when the capacity ordered requires the installation or activation of an additional trunk(s) which is uniquely identified for the sole use of the ordering Customer.

(C)

9.3.3 Service Rearrangements

All changes to existing services other than changes involving administrative activities will be treated as the discontinuance of the existing service and an installation of a new service. Installation charges as described in 9.3.2. above apply. Changes and additions to existing services which are necessary due to Company initiated network reconfigurations will be made without charge to the Customer.

Administrative changes include the following:

- change of Customer name;
- change of Customer or Customer's end user premises address when the change of address is not the
- result of a physical relocation of equipment;
- change in billing data (name, address, contract name or telephone number);
- change of agency authorization;
- change of customer circuit identification;
- change of billing account number;
- change of Customer test line number;
- change of Customer or Customer's end user contact name or telephone number;
- change of jurisdiction

PRICE LIST

10.1 SWITCHED ACCESS

Rate

Local Switching, per minute                      \$.003116                      ( R )

Interconnection, per minute  
All Time Periods                      \$.00000

Local Transport Termination, per minute                      \$.000105

Transport Facility, per minute, per mile                      \$.000014

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Choice One Communications of Ohio Inc. d/b/a One Communications  
5 Wall Street  
Burlington, MA 01803

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-259-TP-ATA

PRICE LIST

10.1 SWITCHED ACCESS (Cont'd)

Tandem Switching, per access minute	<u>InterLATA</u> .001151	( C / R )
Common Multiplexing, per access minute	.000018	
Common Trunk Port, per access minute	.000371	
		( C / I )

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Burlington, MA 01803

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PRICE LIST (Cont'd)

10.1	SWITCHED ACCESS (Cont'd)	<u>Rate</u>
	800 Database Access Service	
	800 Call-Routing Query Charge -per query	\$ .002304
	800 Carrier-ID-Only Charge -per query	\$ .001108
	Additional Functions	
	800 Routing Options Charge -per query using options	\$ .000199
	ANI	
	Per originating attempt	\$ .0003
	Billing Name and Address Service	
	Service Establishment Charge (non-recurring)	\$150.00
	Request, per telephone number	\$ 0.25
	Access Order Charge, (non-recurring)	\$105.00
	Installation Charge (non-recurring)	\$ 12.00
	Network Blocking (per call blocked)	\$ .001088

( D )

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PRICE LIST (Cont'd)

## 10.2 DEDICATED ACCESS

## Voice Grade Service (DS-0)

	Monthly Rate	Nonrecurring Charge
A. Channel Termination (Per Termination)		
1. Two-Wire		
- Minimum	\$ ICB	\$ ICB
- Maximum	\$ ICB	\$ ICB
2. Four-Wire		
- Minimum	\$ ICB	\$ ICB
- Maximum	\$ ICB	\$ ICB
B. Channel Mileage	<u>Per Mile</u>	
- Minimum	\$ ICB	
- Maximum	\$ ICB	
	<u>Per Termination</u>	
- Channel Mileage Termination	\$ ICB	

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 Vice President, Legal and Regulatory Affairs  
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RATE SCHEDULE (CONT'D.)

## 10.2 DEDICATED ACCESS

## Digital Data Service (DDS)

A. Channel Termination  
(Per Termination)

Monthly

Nonrecurring

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

## B. Channel Mileage Facility

Per Mile

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

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Vice President, Legal and Regulatory Affairs  
Choice One Communications of Ohio Inc.  
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**Effective:**



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RATE SCHEDULE (CONT'D.)

## 10.2 DEDICATED ACCESS

## Digital Data Service (DDS) (Cont'd.)

C.	Channel Mileage Termination	Per Termination
	- 2.4 kbps	\$ ICB
	- 4.8 kbps	\$ ICB
	- 9.6 kbps	\$ ICB
	- 56.0 kbps	\$ ICB
	- 64.0 kbps	\$ ICB

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Choice One Communications of Ohio Inc.  
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RATE SCHEDULE (CONT'D.)

## 10.2 DEDICATED ACCESS (Cont'd.)

## DS-3 Packaging

## A. High Capacity Services

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Channel Termination (Per Termination)		
a. DS1 1.544 Mbps		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB
b. Capacity of 1 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
-per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB
c. Capacity of 3 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
- per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB

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 Choice One Communications of Ohio Inc.  
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 Rochester, New York 14604

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RATE SCHEDULE (CONT'D.)

## 10.2 DEDICATED ACCESS (Cont'd.)

## DS-3 Packaging (Cont'd.)

## A. High Capacity Services (Cont'd.)

		<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Channel Termination (Per Termination)			
d.	Capacity of 6 DS3 44.736 Mbps Interface		
	- Minimum Rate	\$ ICB	
	- Maximum Rate	\$ ICB	
	-per DS3 Channel Installed		
	- Minimum Rate	\$ ICB	\$ ICB
	- Maximum Rate	\$ ICB	\$ ICB
e.	Capacity of 12 DS3 44.736 Mbps Interface		
	- Minimum Rate	\$ ICB	
	- Maximum Rate	\$ ICB	
	-per DS3 Channel Installed		
	- Minimum Rate	\$ ICB	\$ ICB
	- Maximum Rate	\$ ICB	\$ ICB

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Issued by: Kim Robert Scovill  
 Vice President, Legal and Regulatory Affairs  
 Choice One Communications of Ohio Inc.  
 100 Chestnut St., Suite 700  
 Rochester, New York 14604

**Effective:**

RATE SCHEDULE (CONT'D.)

## 10.2 DEDICATED ACCESS (Cont'd.)

## DS-3 Packaging (Cont'd.)

## A. High Capacity Services (Cont'd.)

## 2. Channel Mileage

Monthly Rate

a.	Channel Mileage Facility (Per Mile)	
	- 64 kbps	\$ ICB
	- 1.544 Mbps	\$ ICB
	- 44.736 Mbps	\$ ICB
b.	Channel Mileage Termination (Per Termination)	
	- 64 kbps	\$ ICB
	- 1.544 Mbps	\$ ICB
	- 44.736 Mbps	\$ ICB

## 3. Term Discounts Percentages

DS1 and DS3 services

36 months	ICB %
60 months	ICB %

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Vice President, Legal and Regulatory Affairs  
Choice One Communications of Ohio Inc.  
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Rochester, New York 14604

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**RATE SCHEDULE (CONT'D.)**

**10.2 DEDICATED SERVICES (Cont'd.)**

**Multiplexing Services**

<b>Multiplexing, per arrangement</b>	<b>Monthly Rate</b>
DS3 to DS1	
DS1 to Voice	\$ ICB
DS1 to DS0	\$ ICB
DS0 to Subrates	
- up to 20 2.4 kpbs services	\$ ICB
- up to 10 4.8 kpbs services	\$ ICB
- up to 5 9.6 kpbs services	\$ ICB

**10.3 MISCELLANEOUS CHARGES**

(M)

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**Issued: November 4, 2008**

**Effective: December 5, 2008**

Issued by: Vice President, Regulatory Compliance  
Choice One Communications of Ohio d/b/a One Communications  
5 Wall Street  
Burlington, MA 01803

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NOTICES TO COMPANY

11.1 NOTICES

Notices provided to the Company by the Customer shall be in writing and shall be (a) delivered personally, (b) delivered by nationally recognized express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by facsimile; provided that a confirmation copy is sent by the method described in (a), (b), or (c) of this Section 11.1, to the following addresses of the Company:

To:

Choice One Communications Inc. d/b/a One Communications  
Attn: Director, Access Revenue  
2610 Horizon Drive, Suite B  
Grand Rapids, Michigan 49546  
Facsimile: 616.988.0466

(T)

With a copy to:  
Choice One Communications Inc. d/b/a One Communications  
Attn: Vice President, Legal and Regulatory Affairs  
5 Wall Street  
Burlington, MA 01803  
Facsimile: 781.362.1312

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(T)

And to such other address as the Company shall designate by proper notice.

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Issued: March 1, 2010

Effective: April 1, 2010

Issued by: Vice President, Regulatory Compliance  
Choice One Communications of Ohio Inc. d/b/a One  
Communications  
5 Wall Street  
Burlington, MA 01803

**Choice One Communications Of Ohio Inc.  
d/b/a EarthLink Business**

**EXHIBIT B - 1**

PROPOSED REVISED TARIFF PAGES

P.U.C.O. Tariff No. 5 (Local Exchange)

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BASIC LOCAL EXCHANGE SERVICES

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*This tariff, Choice One Communications of Ohio Inc. d/b/a EarthLink Business P.U.C.O. Tariff No. 5,  
replaces in its entirety  
Choice One Communications of Ohio Inc. d/b/a One Communications P.U.C.O. Tariff No. 4*

Choice One Communications of Ohio Inc.  
d/b/a EarthLink Business

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO LOCAL  
EXCHANGE AND INTEREXCHANGE SERVICES WITHIN THE STATE OF OHIO IN THE  
COUNTIES OF

Adams	Cuyahoga	Highland	Monroe	Summit
Athens	Erie	Hocking	Montgomery	Trumbull
Belmont	Fairfield	Jefferson	Muskingum	Tuscarawas
Brown	Fayette	Lake	Perry	Warren
Butler	Franklin	Lawrence	Pickaway	Washington
Champaign	Gallia	Lucas	Portage	Wayne
Clark	Geauga	Madison	Sandusky	Wood
Columbiana	Greene	Mahoning	Seneca	Wyandot
Coshocton	Hancock	Miami	Stark	

This tariff describes the terms and conditions, services and rates applicable to the provisioning of Basic Local Exchange Services regulated and tariffed in accordance with Chapter 4901:1-6, Ohio Administrative Code (O.A.C.). This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 1375 Peachtree Street, Level A, Atlanta, Georgia 30309.

Choice One Communications of Ohio Inc. d/b/a EarthLink Business agrees to abide by the regulations contained in Retail Telecommunication Services rules as set forth in the Ohio Administrative Code.

---

Issued: November 4, 2011

Effective: December 4, 2011

By: Vice President, Tax  
1375 Peachtree Street, Level A  
Atlanta, Georgia 30309



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BASIC LOCAL EXCHANGE SERVICES

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**CHECK SHEET**

The pages of this tariff are effective as of the date shown. The original and revised Pages named below contain all changes from the original tariff and are in effect on the date shown.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	31	Original	*	61	Original	*
1	Original	*	32	Original	*	62	Original	*
2	Original	*	33	Original	*	63	Original	*
3	Original	*	34	Original	*	64	Original	*
4	Original	*	35	Original	*	65	Original	*
5	Original	*	36	Original	*	66	Original	*
6	Original	*	37	Original	*	67	Original	*
7	Original	*	38	Original	*			
8	Original	*	39	Original	*			
9	Original	*	40	Original	*			
10	Original	*	41	Original	*			
11	Original	*	42	Original	*			
12	Original	*	43	Original	*			
13	Original	*	44	Original	*			
14	Original	*	45	Original	*			
15	Original	*	46	Original	*			
16	Original	*	47	Original	*			
17	Original	*	48	Original	*			
18	Original	*	49	Original	*			
19	Original	*	50	Original	*			
20	Original	*	51	Original	*			
21	Original	*	52	Original	*			
22	Original	*	53	Original	*			
23	Original	*	54	Original	*			
24	Original	*	55	Original	*			
25	Original	*	56	Original	*			
26	Original	*	57	Original	*			
27	Original	*	58	Original	*			
28	Original	*	59	Original	*			
29	Original	*	60	Original	*			
30	Original	*						

\* - indicates those pages included with this filing

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By: Vice President, Tax  
1375 Peachtree Street, Level A  
Atlanta, Georgia 30309

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BASIC LOCAL EXCHANGE SERVICES

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**BASIC LOCAL EXCHANGE SERVICES**

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**EXPLANATION OF SYMBOLS**

A revision of a Tariff page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

C - Change in Regulation

D - Discontinued rate or regulation

I - Increased rate

M - Moved from another tariff location

N - New rate or regulation

R - Reduction in a rate or charge

S – Reissued matter

T - Changed in text but no change in rate or regulation

---

**BASIC LOCAL EXCHANGE SERVICES**

---

**EXPLANATION OF TERMS**

**AGENCY**

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

**ALTERNATE ROUTING ("AR")**

Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes for a period (night service).

**AUTHORIZED USER**

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

**ATTENDANT**

An operator of a PBX console or telephone switchboard.

**AUTOMATIC LOCATION IDENTIFICATION ("ALI")**

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

**AUTOMATIC NUMBER IDENTIFICATION ("ANI")**

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

**CALL INITIATION**

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

**CALL TERMINATION**

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

**CENTRAL OFFICE**

An operating office of the Company where connections are made between telephone exchange lines.

---

**BASIC LOCAL EXCHANGE SERVICES**

---

**EXPLANATION OF TERMS (CONT'D.)**

**CENTRAL OFFICE LINE**

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

**CHANNEL**

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

**COMPANY**

Choice One Communications of Ohio Inc. d/b/a EarthLink Business unless otherwise clearly indicated from the context.

**COMMISSION**

Public Utilities Commission of Ohio.

**CUSTOMER**

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

**CUSTOMER PREMISES EQUIPMENT ("CPE")**

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

**DEFAULT ROUTING ("DR")**

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

**DIAL PULSE ("DP")**

The pulse type employed by a rotary dial station set.

**DIRECT INWARD DIAL ("DID")**

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

---

**BASIC LOCAL EXCHANGE SERVICES**

---

**EXPLANATION OF TERMS (CONT'D.)**

**DIRECT OUTWARD DIAL ("DOD")**

A service attribute that allows individual station users to access and dial outside numbers directly.

**DUAL TONE MULTI-FREQUENCY ("DTMF")**

The pulse type employed by tone dial station sets. (Touch tone)

**E911 SERVICE AREA**

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

**E911 CUSTOMER**

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

**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 SERVICE**

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

**FINAL ACCOUNT**

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

**FLAT RATE SERVICE**

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area

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BASIC LOCAL EXCHANGE SERVICES

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**EXPLANATION OF TERMS (CONT'D.)**

**HANDICAPPED PERSON**

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

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**BASIC LOCAL EXCHANGE SERVICES**

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**EXPLANATION OF TERMS (CONT'D.)**

**INTERFACE**

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

**INTERRUPTION**

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

**LATA**

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside the area ("interLATA") service is provided by long distance companies.

**LINK**

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

**LOCAL CALL**

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

**LOCAL CALLING AREA**

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

**LOCAL SERVICE**

Telephone exchange service within a local calling area.

**LOOP START**

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

**LOOPS**

Segments of a line that extend from the serving central office to the originating and to the terminating point.

**MESSAGE RATE SERVICE**

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.



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**BASIC LOCAL EXCHANGE SERVICES**

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**EXPLANATION OF TERMS (CONT'D.)**

**MOVE**

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

**MULTILINE HUNT**

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

**ON-NET**

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

**PORT**

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

**PRIVATE BRANCH EXCHANGE SERVICE ("PBX")**

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

**RATE CENTER**

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

**REFERRAL PERIOD**

The time frame, during which calls to a number that has been changed, will be sent to a recording which will inform the caller of the new number.

**SELECTIVE ROUTING ("SR")**

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

**TOLL CALL**

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

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 1 - APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to intrastate local exchange telecommunications services provided by Carrier for telecommunications between points within the State of Ohio. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by an interexchange telephone company or other common carrier for use in accessing the services of Carrier.

The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Public Utilities Commission of Ohio. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

All telephone companies are subject to the Commission's rules for minimum telephone service standards found in §4901:1-6 of the Ohio Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under Retail Telecommunication Services rules and that these safeguards can be found in §4901:1-6 of the Ohio Administrative Code.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS**

**2.1 USE OF FACILITIES AND SERVICE**

**2.1.1 Undertaking of the Company**

The Company shall be responsible only for the installation, operation and maintenance of service that it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

**2.1.2 Obligation of the Company**

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. 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.

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.2 Obligation of the Company (Cont'd.)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.3 Use of Service

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- E. Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.3 Use of Service (Cont'd.)

- F. Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- G. Carrier's services may be denied for any use by Customer that is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.
- H. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- I. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- J. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.3 Use of Service (Cont'd.)

K. PROHIBITED USES

1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
2. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
3. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
4. A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
5. Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.
6. The services of the Company shall not be used to transmit impermissible content.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.4 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.5 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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Issued: November 4, 2011

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By: Vice President, Tax  
1375 Peachtree Street, Level A  
Atlanta, Georgia 30309

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.6 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.1.7 Minimum Use Contracts

The Company may offer services which require a minimum use guarantee ("MUG"). The Subscriber agrees to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

Should the Subscriber choose to terminate a MUG agreement prior to its expiration date, the Subscriber will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Carrier's approval, Subscriber converts to another Company service with equal or greater term and minimum usage commitments.

If no minimum usage requirement is specified in the agreement, upon early termination of Subscriber's agreement, Subscriber will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term. The minimum initial billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.



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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability

- 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 arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- F. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

- G. The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.
- H. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- I. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

J. The Company is not liable for any claims for loss or damages involving:

1. Breach in the privacy or security of communications transmitted over the Company's facilities;
2. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
3. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
4. Any act or omission in connection with the provision of 911, E911 or similar services;
5. Any noncompletion of calls due to network busy conditions;
6. Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
7. Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.

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Issued: November 4, 2011

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By: Vice President, Tax  
1375 Peachtree Street, Level A  
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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

K. The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

1. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

K. (Cont'd.)

2. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
3. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within one (1) year after the date of the occurrence that gave rise to the claim.

L. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

M. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.9 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

2.1.10 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.11 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services. The Company reserves the right to block services that violate the prohibited use policy.

2.1.12 Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.13 Non-routing 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 not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.14 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

2.1.15 Rights-of-way

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.



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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.16 Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.1.17 Governmental Authorizations

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Public Utilities Commission of Ohio or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

2.1.18 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.19 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Company's network.

The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

**2.2 MINIMUM PERIOD OF SERVICE**

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

**2.3 PAYMENT FOR SERVICE RENDERED**

**2.3.1 Responsibility for All Charges**

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

**2.3.2 Deposits**

Deposits will be administered in accordance with the Retail Telecommunication Services rules as codified in §4901:1-6 and §4901:1-17-05 in the Ohio Administrative Code.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd.)

2.3.3 Late Payment Charges

- A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the 14<sup>th</sup> day following the date of the postmark on the envelope containing the company's bill for service.
- B. A late payment charge of 1.5% will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed, but not paid for, but will apply to the accumulated services for which the customer is in arrears. The late payment charges are to be applied without discrimination.
- C. Late payment charges do not apply to final accounts.
- D. Late payment charges do not apply to government agencies of the State of Ohio. These agencies are required to make payment in accordance with applicable state law.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

**2.4 TELEPHONE SURCHARGES/TAXES**

**2.4.1 General**

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Ohio gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

**2.4.2 Telecommunications Relay Service (TRS)**

Customers may be assessed a charge per line per month to fund the Telecommunication Relay Services for the State of Ohio in accordance with section 4905.84 of the Revised Code. This charge shall in no event exceed the per end user line (or equivalent) assessment of the Public Utilities Commission of Ohio levied upon the Company.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

**2.5 FLEXIBLE PRICING**

**2.5.1 General**

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates.

**2.5.2 Conditions**

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- B. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are not regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- D. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

2.6 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.6.1 Application of Rates

- A. Business rates as described in this Tariff apply to service furnished:
  - 1. In office buildings, stores, factories and all other places of a business nature;
  - 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
  - 3. At any location when the listing or public advertising indicates a business or a profession;
  - 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
  - 5. At any location where the customer resells or shares exchange service;
- B. Public Access Line service is classified as business service regardless of the location.
- C. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.



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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

**2.6 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd.)**

**2.6.2 Telephone Number Changes**

When a business customer changes telephone numbers, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned customers. The customer may order a Vanity Number where facilities permit.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

**2.7 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS**

**2.7.1 Application of Rates**

Residential rates as described in this Tariff apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

**2.7.2 Telephone Number Changes**

When a residential customer changes telephone numbers, the referral period for the disconnected number is 90 days.

The company reserves all rights to any telephone numbers assigned to customers from local service. Customers may order Vanity Numbers where facilities permit.

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

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**BASIC LOCAL EXCHANGE SERVICES**

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D.)**

**2.8 CREDIT ALLOWANCES**

**2.8.1 Use of another Means of Communication**

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

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 3 – TERMINATION LIABILITY**

**3.1 EARLY TERMINATION PENALTY/EARLY TERMINATION FEE**

This tariff section applies to term agreements signed on or after January 12, 2006.

Several of the services offered by the Company are available at reduced prices if the Customer agrees at the time the order is placed to continued service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then an Early Termination Penalty ("ETP") may apply. If a Customer disconnects service prior to the fulfillment of the term plan contracted, then an ETP will be due to Company from Customer. The ETP will be comprised of:

- 3.1.1 The difference between the monthly rate for the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected; and
- 3.1.2 All waived non-recurring charges, promotional considerations or equipment credits specifically related to the term agreement that have been provided to the customer since the beginning of the term.

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 that may have should a dispute arise.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 4 – SPECIAL SERVICES AND PROGRAMS**

**4.1 LIFELINE TELEPHONE SERVICE**

**4.1.1 Lifeline Discounted Service**

This low price individual message rate service provides a full waiver of the \$3.50 federal subscriber line charge. There is no monthly allowance for local calls. Primary area and home region calls are untimed. Extended area calls (where available) are timed.

**4.1.2 Eligibility**

These services are restricted to low income residential customers for a single exchange access line at the principle residence. To qualify for Lifeline service a customer must be certified as income eligible for benefits from any one of the Home Energy Assistance Programs (HEAP) or at least one of the following Entitlement Programs administered by the State of Ohio Department of Social Services:

- Aid to Families with Dependent Children (AFDC)
- Food Stamps
- Home Energy Assistance Program (HEAP)
- Home Relief
- Medicaid
- Supplemental Security Income (SSI)

In addition, applicants are eligible for Lifeline service when approved to receive either a Veteran's Disability Pension or a Veteran's Surviving Spouse Pension. Applicants must provide proof to the Company that they are receiving one of these Pensions.

An individual's eligibility may be documented by information obtained by the Company as a result of enrollment programs, including but not limited to confidential computerized matching programs, conducted by the Company in conjunction with state agencies.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)**

4.1 LIFELINE TELEPHONE SERVICE (Cont'd.)

4.1.2 Eligibility (Cont'd.)

Applicants must provide proof to the Company that they are certified as income eligible to receive one or more of the above benefits. After initial contact the customer is sent an application form to be completed by the customer or their authorized representative, as designated by the State of Ohio Department of Social Services and identified as so authorized on the customer's card for any of the above benefits. Lifeline rates will not be offered until proof of eligibility is provided to the Company.

Life Line services are effective upon receipt of a completed and signed form or an application form certified from an entity authorized by the Company. If the form is not returned, no further action is taken by the Company to establish eligibility. The Life Line discount is credited as of the service connection date.

The Company, in coordination with appropriate agencies, will periodically verify each Lifeline Customer's eligibility. If a Customer is identified as being ineligible, the Customer will be notified that unless the information is shown to be in error, the Lifeline discount will be discontinued. The customer will be billed for discounts received for any period in which he or she is proven to be ineligible for the service.

4.1.3 Charges

For connection of new service, service connection charges apply unless the customer qualifies for connection assistance under the Link Up America plan as outlined in Section 4.2 following.

Service connection charges do not apply to change existing service from:

- A. Flat Rate Service to Basic Lifeline service;
- B. Basic Lifeline service to Flat Rate Service.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)**

**4.2 LINK UP AMERICA**

The Link Up America program is a connection assistance plan which provides for the reduction of one-half of the charges associated with connection of telephone service, up to \$30.00, subject to the following eligibility criteria:

- 4.2.1 The applicant must meet the requirements for qualification for Lifeline Telephone Service stipulated in Section 4.1.2 of this tariff;
- 4.2.2 The assistance can only apply for a single telephone line at the principal place of residence of the applicant;
- 4.2.3 The applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years old.

In no cases will the charges for connection of service for eligible Customers exceed that of the dominant local exchange provider in the same area.

**4.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER**

- 4.3.1 The Company will provide, upon request, specialized telecommunications equipment for customers certified as hearing or speech impaired.
- 4.3.2 A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of Ohio.
- 4.3.3 The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- 4.3.4 The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 4.3.5 The Company will also advise customers who request this equipment of the applicable terms for purchase.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)**

**4.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER**

**4.4.1 General**

Handicapped persons who have been certified to the Company as having a hearing or speech impairment which requires that they communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a fifty percent (50%) discount on local measured rate service.

**4.4.2 Certification**

Acceptable certifications are:

- A. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of Ohio, or
- B. Pre-existing certifications establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

**4.4.3 Qualification**

Those customers qualifying for the discount are persons whose impairment is such that competent authority would certify them as being unable to use a telephone for voice communication. See Explanation of Terms, "Handicapped Person," for a listing of the necessary qualifications.

**4.4.4 Billing**

The reduction in charges is applied only at one location, designated by the impaired person.



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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)**

4.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

4.5.1 General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of network facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

4.5.2 Regulations

- A. This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the “Agency”.
- B. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of at least one year
- C. 911 service is furnished for incoming calls only.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)**

4.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

4.5.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

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 installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, 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 the 911 service.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)**

4.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

4.6.1 General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

4.6.2 Regulations

- A. In addition to the following, the regulations in 4.5.2 apply.
- B. 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. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
- C. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. The Company will release such information to the Agency periodically for the update of their systems.
- D. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
- E. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)**

4.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd.)

4.6.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, including default routing, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including for default routing.

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 installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, 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 the 911 service.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)**

4.7 OHIO RELAY SERVICE

4.7.1 General

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

4.7.2 Regulations

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

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)**

4.7 OHIO RELAY SERVICE (Cont'd.)

4.7.3 Liability

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

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)**

**4.8 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS**

**4.8.1 General**

Persons who are blind or whose disability causes difficulty with hand and finger coordination and use of a telephone qualify for a Special Credit Card. The card may be used from any telephone within the Company's territory to place calls within and outside the State of Ohio at a special rate or to place calls from a telephone outside of the Company's territory, but within the State of Ohio at rates applicable to the territory from which the call is made.

**4.8.2 Rates**

Within the Company's Territory:

Station to station toll calls placed with operator assistance will be billed at the lower rate normally applicable to calls placed without operator assistance. Local calls cannot be charged to the card. Person-to-person calls charged to the card will be billed at the higher operator handled rate.

Outside the Company's Territory, but within the State of Ohio:

All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

**4.8.3 Qualification**

The following criteria will be used to determine eligibility for the Special Credit Card:

- A. "Legally Blind" - those whose visual acuity is 20/200 or less in the better eye with correcting glasses or whose widest diameter or visual field subtends an angular distance no greater than 20 degrees.
- B. "Physically Handicapped" - those who are certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitations.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)**

4.8 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS (Cont'd.)

4.8.3 Qualification (Cont'd.)

- C. Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or non-coin telephone. Acceptable certifications are those made by a licensed physician ophthalmologist or optometrist.

4.8.4 Billing Authorization

Responsibility for payment of charges may be handled in one of two ways:

- A. The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. In this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.
- B. Another party may agree to accept responsibility for payment of charges incurred through use of at the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

In either case, the applicant is the only authorized user of the Special Credit Card. If the person accepting payment responsibility has service within the Company's service territory, charges will be billed on a regular monthly bill; otherwise a separate bill will be sent.



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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 5 – SPECIAL ARRANGEMENTS**

**5.1 SPECIAL CONSTRUCTION**

**5.1.1 Basis for Charges**

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a, b, and c.

**5.1.2 Basis for Cost Computation**

The costs referred to in 5.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - 1) equipment and materials provided or used;
  - 2) engineering, labor, and supervision;
  - 3) transportation; and
  - 4) rights of way and/or any required easements.
- B. Cost of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 5 – SPECIAL ARRANGEMENTS (CONT'D.)**

5.1 SPECIAL CONSTRUCTION (Cont'd.)

5.1.2 Basis for Cost Computation (Cont'd.)

- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Tariff preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

5.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 5 – SPECIAL ARRANGEMENTS (CONT'D.)**

5.1 SPECIAL CONSTRUCTION (Cont'd.)

5.1.3 Termination Liability (Cont'd.)

- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a. equipment and materials provided or used;
    - b. engineering, labor, and supervision;
    - c. transportation; and
    - d. rights of way and/or any required easements;
  2. license preparation, processing, and related fees;
  3. tariff preparation, processing and related fees;
  4. cost of removal and restoration, where appropriate; and
  5. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 5.1.3.B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 5.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 5 – SPECIAL ARRANGEMENTS (CONT'D.)**

**5.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

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

**5.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in this Tariff. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- 1) LATA and type of switch
- 2) The V&H distance from the central office to the customer's premises
- 3) Service description
- 4) Rates and charges
- 5) Quantity of circuits
- 6) Length of the agreement.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 6 – SERVICES, RATES & CHARGES**

**6.1 NETWORK SWITCHED SERVICES**

**6.1.1 General**

Network Switched Service provide a customer with a connection to the Company's switching network which enables the customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling.

Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

All Network Switched Service may be connected to customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

Connection charges as described in this Tariff apply to all service on a one-time basis unless waived pursuant to this Tariff.

Charges for Network Switched Service include a nonrecurring service connection charge and a monthly recurring charge for each line. Monthly recurring charges apply to optional service features. In addition to other rate elements described above, measured and message usage charges will apply.

**6.1.2 Exchange Areas Served**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by AT&T Ohio. The Company concurs in the local calling areas specified in the Local Exchange Services Tariffs of AT&T Ohio.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)**

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.3 Measured Rate Service\*

Measured Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of call duration in addition to a base monthly charge

Each Measured Rate Service corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Measured Rate Service lines are provided for connection to a single, customer, customer-provided station set or facsimile machine.

Each Measured Rate Service has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)

Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the company of the Number Portability arrangement.

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total minutes of use during the billing period.

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to April 10, 2003.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)**

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.4 Message Rate Service

Message Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of call duration in addition to a base monthly charge

Each Message Rate Service corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Message Rate Service lines are provided for connection to a single, customer, customer-provided station set or facsimile machine.

Each Message Rate Service has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the company of the Number Portability arrangement.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)**

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.5 Flat Rate Service\*

Flat Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. The customer is not charged for calls to points within the local exchange area.

Each Flat Rate Service corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Flat Rate Service lines are provided for connection to a single, customer, customer-provided station set or facsimile machine.

Each Flat Rate Service has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)

Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the company of the Number Portability arrangement.

Charges for each Flat Rate Service line include a monthly recurring Base Service Charge and an additional fixed monthly fee.

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to April 10, 2003.



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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)**

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.6 Base Service Line Rates\*

A. Columbus Market

	<u>Maximum</u>	<u>Current</u>
Nonrecurring Connection Charge, New Install:	\$75.00	\$45.00

Customers with 1-10 Lines

Monthly Recurring Charges						
Term of Service	Measured Rate		Message Rate		Flat Rate	
	Maximum	Current	Maximum	Current	Maximum	Current
Month-to-Month	\$40.00	\$22.95	\$40.00	\$23.15	\$75.00	\$42.75
12 Month	\$40.00	\$22.05	\$40.00	\$22.10	\$75.00	\$41.25
24 Month	\$40.00	\$21.20	\$40.00	\$21.05	\$75.00	\$39.80
36 Month	\$40.00	\$20.30	\$40.00	\$20.00	\$75.00	\$38.35
48 Month	\$40.00	\$20.30	\$40.00	\$20.00	\$75.00	\$38.35
60 Month	\$40.00	\$20.30	\$40.00	\$20.00	\$75.00	\$38.35

B. Dayton Market

	<u>Maximum</u>	<u>Current</u>
Nonrecurring Connection Charge, New Install:	\$75.00	\$45.00

Customers with 1-10 Lines

Monthly Recurring Charges						
Term of Service	Measured Rate		Message Rate		Flat Rate	
	Maximum	Current	Maximum	Current	Maximum	Current
Month-to-Month	\$40.00	\$18.05	\$40.00	\$19.25	\$75.00	\$42.75
12 Month	\$40.00	\$17.35	\$40.00	\$17.40	\$75.00	\$41.25
24 Month	\$40.00	\$16.60	\$40.00	\$16.50	\$75.00	\$39.80
36 Month	\$40.00	\$15.90	\$40.00	\$15.60	\$75.00	\$38.35
48 Month	\$40.00	\$15.90	\$40.00	\$15.60	\$75.00	\$38.35
60 Month	\$40.00	\$15.90	\$40.00	\$15.60	\$75.00	\$38.35

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to April 10, 2003.

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Issued: November 4, 2011

Effective: December 4, 2011

By: Vice President, Tax  
1375 Peachtree Street, Level A  
Atlanta, Georgia 30309

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)**

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.6 Base Service Line Rates\* (Cont'd.)

C. Akron Market

	<u>Maximum</u>	<u>Current</u>
Nonrecurring Connection Charge, New Install:	\$75.00	\$45.00

Customers with 1-10 Lines

Monthly Recurring Charges						
Term of Service	Measured Rate		Message Rate		Flat Rate	
	Maximum	Current	Maximum	Current	Maximum	Current
Month-to-Month	\$40.00	\$20.95	\$40.00	\$21.20	\$75.00	\$42.75
12 Month	\$40.00	\$20.15	\$40.00	\$20.20	\$75.00	\$41.25
24 Month	\$40.00	\$19.35	\$40.00	\$19.20	\$75.00	\$39.80
36 Month	\$40.00	\$18.50	\$40.00	\$18.20	\$75.00	\$38.35
48 Month	\$40.00	\$18.50	\$40.00	\$18.20	\$75.00	\$38.35
60 Month	\$40.00	\$18.50	\$40.00	\$18.20	\$75.00	\$38.35

D. Usage Rates

Customers who agree to subscribe to Measured Rate Service for terms of 12, 24, 36, 48 or 60 months will be charged the following usage rates:

Customers with 1-10 Lines

Local Calling				
Term Period	Per Message Rates		Per Minute Rates	
	Maximum	Current	Maximum	Current
12 Month	\$0.75	\$0.060	\$0.20	\$0.020
24 Month	\$0.75	\$0.060	\$0.20	\$0.019
36 Month	\$0.75	\$0.060	\$0.20	\$0.018
48 Month	\$0.75	\$0.060	\$0.20	\$0.018
60 Month	\$0.75	\$0.060	\$0.20	\$0.018

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to April 10, 2003.

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BASIC LOCAL EXCHANGE SERVICES

---

**SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)**

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.7 ChoiceXchange Basic Line Service (message rate service)\*

A. Columbus Market

Two Product Bundling  
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling, Per Message Rates		Toll, Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$20.00	\$0.75	\$0.060	\$0.50	\$0.0810
24 Month	\$30.00	\$18.25	\$0.75	\$0.060	\$0.50	\$0.0750
36 Month	\$30.00	\$16.50	\$0.75	\$0.050	\$0.50	\$0.0650
48 Month	\$30.00	\$16.50	\$0.75	\$0.050	\$0.50	\$0.0650
60 Month	\$30.00	\$16.50	\$0.75	\$0.050	\$0.50	\$0.0650

Three Product Bundling  
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling, Per Message Rates		Toll, Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$16.50	\$0.75	\$0.060	\$0.50	\$0.0750
24 Month	\$30.00	\$14.75	\$0.75	\$0.050	\$0.50	\$0.0670
36 Month	\$30.00	\$13.00	\$0.75	\$0.050	\$0.50	\$0.0618
48 Month	\$30.00	\$13.00	\$0.75	\$0.050	\$0.50	\$0.0618
60 Month	\$30.00	\$13.00	\$0.75	\$0.050	\$0.50	\$0.0618

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to April 10, 2003.

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BASIC LOCAL EXCHANGE SERVICES

---

**SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)**

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.7 ChoiceXchange Basic Line Service (message rate service)\* (Cont'd.)

B. Dayton Market

Two Product Bundling  
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling, Per Message Rates		Toll, Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$15.60	\$0.75	\$0.060	\$0.50	\$0.0810
24 Month	\$30.00	\$14.10	\$0.75	\$0.060	\$0.50	\$0.0750
36 Month	\$30.00	\$12.55	\$0.75	\$0.050	\$0.50	\$0.0650
48 Month	\$30.00	\$12.55	\$0.75	\$0.050	\$0.50	\$0.0650
60 Month	\$30.00	\$12.55	\$0.75	\$0.050	\$0.50	\$0.0650

Three Product Bundling  
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling, Per Message Rates		Toll, Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$12.55	\$0.75	\$0.060	\$0.50	\$0.0750
24 Month	\$30.00	\$11.05	\$0.75	\$0.050	\$0.50	\$0.0670
36 Month	\$30.00	\$10.25	\$0.75	\$0.050	\$0.50	\$0.0618
48 Month	\$30.00	\$10.25	\$0.75	\$0.050	\$0.50	\$0.0618
60 Month	\$30.00	\$10.25	\$0.75	\$0.050	\$0.50	\$0.0618

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to April 10, 2003.

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BASIC LOCAL EXCHANGE SERVICES

---

**SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)**

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.7 ChoiceXchange Basic Line Service (message rate service)\* (Cont'd.)

C. Akron Market

Two Product Bundling  
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling, Per Message Rates		Toll, Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$18.20	\$0.10	\$0.060	\$0.50	\$0.0810
24 Month	\$30.00	\$16.55	\$0.10	\$0.060	\$0.50	\$0.0750
36 Month	\$30.00	\$14.90	\$0.10	\$0.050	\$0.50	\$0.0650
48 Month	\$30.00	\$14.90	\$0.10	\$0.050	\$0.50	\$0.0650
60 Month	\$30.00	\$14.90	\$0.10	\$0.050	\$0.50	\$0.0650

Three Product Bundling  
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling, Per Message Rates		Toll, Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$14.90	\$0.10	\$0.060	\$0.50	\$0.0750
24 Month	\$30.00	\$13.25	\$0.10	\$0.050	\$0.50	\$0.0670
36 Month	\$30.00	\$12.10	\$0.10	\$0.050	\$0.50	\$0.0618
48 Month	\$30.00	\$12.10	\$0.10	\$0.050	\$0.50	\$0.0618
60 Month	\$30.00	\$12.10	\$0.10	\$0.050	\$0.50	\$0.0618

\* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to April 10, 2003.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)**

**6.2 SERVICE ACTIVATION FEE**

A Service Activation Fee applies for the installation of service at each new service location for either a new or existing customer.

<u>Business</u>		<u>Residence</u>	
Maximum	Current	Maximum	Current
\$100.00	\$70.00	\$100.00	\$70.00

**6.3 RESTORAL CHARGE**

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

	<u>Business</u>		<u>Residence</u>	
	Maximum	Current	Maximum	Current
First	\$100.00	\$79.00	\$100.00	\$79.00
Additional	\$100.00	\$79.00	\$100.00	\$79.00

**6.4 TIME AND MATERIALS CHARGE**

A charge for the labor time & materials expended to diagnose any trouble on the customer's side of the demarcation point.

	Maximum	Current
First 60 Minutes	\$200.00	\$129.00
Additional 30 Minute Increments	\$100.00	\$41.00

**6.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE**

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

	Maximum	Current
Charge	\$5.00	\$5.00

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)**

6.6 ALPHABETICAL DIRECTORY

6.6.1 Main Listings

- A. The Company contracts with an outside provider, which may be the Incumbent Local Exchange Carrier, for directory listings. All references to the directory of the Company will mean the directory published by the outside provider.
- B. The term “listing” refers to the information in lightface type in the alphabetical directory and the Directory Assistance Records of the Company.
- C. Listings provided without charge are as follows:
  - 1. One listing for each individual line. Where individual lines are grouped for incoming service, only one listing will be provided for each such group.
  - 2. One listing for each PBX or interconnecting system.
- D. The name listed in the directory has no bearing on who is responsible for payment of the account associated with the number being listed.

6.6.2 Liability of the Company for Errors

A. General

In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Tariff, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the Directory Assistance operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)**

6.6 ALPHABETICAL DIRECTORY (Cont'd.)

6.6.2 Liability of the Company for Errors (Cont'd.)

B. Allowance for Errors

An allowance for errors in published directory listings or for errors in listings obtainable from the Directory Assistance operator shall be given as follows:

1. Free Listings

For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.

2. Charge Listings

For each additional or charge published directory listing, credit shall be given at the monthly tariff rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.

3. Operator Records

For free or charge listings obtainable from records used by the Directory Assistance operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basic monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.



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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)**

6.7 BLOCKING SERVICE

6.7.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services.

- A. 500, 700, 900 Blocking - allows the subscriber to block all calls beginning with the 500, 700 or 900 prefixes (i.e. 900-XXX-XXXX) from being placed. This feature can be used specifically for either 500, 700 or 900 numbers or any combination thereof.
- B. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- C. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
- D. Toll Restriction Plus Directory Assistance - provides subscribers with Toll Restriction and blocking of 411 calls.

6.7.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)**

6.7 BLOCKING SERVICE (Cont'd.)

6.7.3 Rates and Charges

	<u>Maximum</u>	<u>Nonrecurring Current</u>
500, 700, 900 Blocking		
– Residential	\$20.00	\$15.00
– Business	\$20.00	\$15.00
Third Number Billed and Collect		
Call Restriction		
– Residential	\$20.00	\$15.00
– Business	\$20.00	\$15.00
Toll Restriction		
– Residential	\$20.00	\$15.00
– Business	\$20.00	\$15.00
Toll Restriction Plus Directory		
Assistance		
– Residential	\$20.00	\$15.00
– Business	\$20.00	\$15.00

The above charges apply only when adding blocking services in existing access lines the customer has with the Company after the customer's initial conversion to the Company's local exchange service.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)**

6.8 RESALE COST RECOVERY CHARGE

A monthly recurring Resale Cost Recovery Charge will be assessed on all lines for which the entire underlying service is physically provided through the use of an incumbent local carrier's platform. The Resale Cost Recovery Charge is assessed to recover increased costs associated with accessing the incumbent local carrier's local telephone lines and switching equipment.

	<u>Maximum</u>	<u>Current</u>
Monthly recurring charge, per line	\$12.00	\$4.30

**Choice One Communications Of Ohio Inc.  
d/b/a EarthLink Business**

**EXHIBIT B - 2**

**PROPOSED REVISED TARIFF PAGES**

**P.U.C.O. Tariff No. 6 (Access)**

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ACCESS SERVICES

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*This tariff, Choice One Communications of Ohio Inc. d/b/a EarthLink Business P.U.C.O. Tariff No. 6,  
replaces in its entirety  
Choice One Communications of Ohio Inc. d/b/a One Communications P.U.C.O. Tariff No. 2*

**Choice One Communications of Ohio Inc.**

**d/b/a EarthLink Business**

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO COMMUNICATIONS SWITCHED AND DEDICATED

ACCESS SERVICES WITHIN

THE STATE OF OHIO

This tariff applies to the intrastate charges applying to access telecommunications services furnished by Choice One Communications of Ohio Inc. d/b/a EarthLink Business ("Company") between one or more points within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 1375 Peachtree Street, Level A, Atlanta, Georgia 30309.

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ACCESS SERVICES

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**CHECK SHEET**

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
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6	Original	*	37	Original	*	67	Original	*
7	Original	*	38	Original	*	68	Original	*
8	Original	*	39	Original	*	69	Original	*
9	Original	*	40	Original	*	70	Original	*
10	Original	*	41	Original	*	71	Original	*
11	Original	*	42	Original	*	72	Original	*
12	Original	*	43	Original	*	73	Original	*
13	Original	*	44	Original	*	74	Original	*
14	Original	*	45	Original	*	75	Original	*
15	Original	*	46	Original	*	76	Original	*
16	Original	*	47	Original	*	77	Original	*
17	Original	*	48	Original	*	78	Original	*
18	Original	*	49	Original	*	79	Original	*
19	Original	*	50	Original	*	80	Original	*
20	Original	*	51	Original	*	81	Original	*
21	Original	*	52	Original	*	82	Original	*
22	Original	*	53	Original	*	83	Original	*
23	Original	*	54	Original	*	84	Original	*
24	Original	*	55	Original	*	85	Original	*
25	Original	*	56	Original	*	86	Original	*
26	Original	*	57	Original	*	87	Original	*
27	Original	*	58	Original	*	88	Original	*
28	Original	*	59	Original	*	89	Original	*
29	Original	*	60	Original	*	90	Original	*
30	Original	*						

\* - indicates those pages included with this filing

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Issued: November 4, 2011

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By: Vice President, Tax  
1375 Peachtree Street, Level A  
Atlanta, Georgia 30309

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ACCESS SERVICES

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**CHECK SHEET (CONT'D.)**

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99	Original	*	126	Original	*
100	Original	*	127	Original	*
101	Original	*	128	Original	*
102	Original	*	129	Original	*
103	Original	*	130	Original	*
104	Original	*	131	Original	*
105	Original	*	132	Original	*
106	Original	*	133	Original	*
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ACCESS SERVICES

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**ACCESS SERVICES**

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

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**ACCESS SERVICES**

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**SYMBOLS**

When changes are made in any tariff sheet, a revised sheet will be issued replacing the tariff sheet affected. Changes will be identified on the revised sheet through the use of the following symbols:

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (S) Indicates Reissued Matter
- (T) Indicates Change of Text Only

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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS**

**1.1 APPLICATION OF TARIFF**

- 1.1.1 This tariff contains the regulations and rates applicable to intrastate access telecommunications services provided by Carrier for telecommunications between points within the State of Ohio. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 1.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by another common carrier for use in accessing the services of Carrier.
- 1.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 1.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Public Utilities Commission of Ohio. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.2 DEFINITIONS

**ACCESS CODE** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

**ACCESS MINUTES** - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

**ACCESS TANDEM** - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

**ANSWER SUPERVISION** - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

**CALL** - A Customer attempt for which the complete address code is provided to the service end office.

**CARRIER OR COMMON CARRIER** - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

**CENTRAL OFFICE** - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

**CHANNEL** - A communications path between two or more points of termination.

**COMMUNICATIONS SYSTEM** - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

**COMPANY** – Choice One Communications of Ohio Inc. d/b/a EarthLink Business.

**COMMISSION** - The Public Utilities Commission of Ohio.

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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.2 DEFINITIONS (Cont'd)

**CUSTOMER** - The person, firm or corporation which directly or indirectly orders access service and is responsible for the payment of charges and compliance with the Company's regulations. A person, firm or corporation is deemed a Customer of the Company if any of its traffic is terminated to a central office code (NPA-NXX) assigned to the Company or if End Users originate traffic on the Company's network that is routed to the person's, firm's or corporation's network.

**CUSTOMER (Cont'd)** - Should a Customer use the Company's access service, regardless of whether the Customer has affirmatively requested service or has an executed service order, the Customer will be subject to the obligations, rates, and charges as set forth in this Tariff.

**CUSTOMER DESIGNATED PREMISES** - The premises specified by the Customer for termination of Access Services.

**DUAL TONE MULTIFREQUENCY (DTMF)** - Tone signaling, also known as touch tone signaling.

**END OFFICE SWITCH** - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

**END USER** - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

**ENTRY SWITCH** - First point of switching.

**EXCHANGE** - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.2 DEFINITIONS (Cont'd)

**FACILITIES** - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

**FIRST POINT OF SWITCHING** - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

**INTERSTATE COMMUNICATIONS** - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

**INTRASTATE COMMUNICATIONS** - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

**LOCAL ACCESS AND TRANSPORT AREA (LATA)** - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**LOCAL CALLING AREA** - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

**MESSAGE** - A Message is a Call as defined above.

**OFF-HOOK** - The active condition of Switched Access Service or a telephone exchange line

**ON-HOOK** - The idle condition of Switched Access Service or a telephone exchange line.

**ORIGINATING DIRECTION** - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.



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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.2 DEFINITIONS (Cont'd)

**POINT OF TERMINATION** - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**PREMISES** - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

**SERVING WIRE CENTER** - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

**SPECIAL ACCESS CIRCUIT** - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

**TERMINATING DIRECTION** - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

**TRANSMISSION PATH** - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

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

**WIRE CENTER** - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 UNDERTAKING OF THE COMPANY**

**1.3.1 Undertaking of The Company**

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

**1.3.2 Obligation of The Company**

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. 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.

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.2 Obligation of the Company (Cont'd)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.3 Liability of the Company

- A. The Liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances as set forth in this tariff. The extension of such allowances shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of the federal government, or of any other government, including federal and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-out, work stoppages, or other labor difficulties.
- C. To the extent consistent with OH. REV. CODE § 4905.55, the Company shall not be liable for any act or omission of any entity furnishing to the Company or the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.3 Liability of the Company (Cont'd)

- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- F. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company has the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- H. The Company is not liable for any defacement of or damage to the premises of the Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.3 Liability of the Company (Cont'd)

- J. The Company is not liable for any claims for loss or damages involving:
1. Breach in the privacy or security of communications transmitted over the Company's facilities;
  2. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
  3. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
  4. Any act or omission in connection with the provision of 911, E911 or similar services;
  5. Any noncompletion of calls due to network busy conditions;
  6. Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
  7. Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.

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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.3 Liability of the Company (Cont'd)

K. Claims

The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

1. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
2. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.3 Liability of the Company (Cont'd)

- L. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. The Company will provide interest in customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment.
- M. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- N. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- O. Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.



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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.4 Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

---

ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.5 Non-routing 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 not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1.3.6 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

---

ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.7 Rights-of-way

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

1.3.8 Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.9 Governmental Authorizations

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Public Utilities Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

1.3.10 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

1.3.11 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.12 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

1.3.13 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

1.3.14 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services. The Company reserves the right to block services that violate the prohibited use policy.

---

ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.15 Allowances For Interruption in Service

- A. A credit allowance will be given for any period during which any line subscribed to by Customer hereunder is out of service, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next bill to Customer. A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this Tariff by Company.
- B. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports the service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C. For calculating credit allowances, every month is considered to have thirty (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 services on the interrupted portion of the circuit will receive a credit.
- D. In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:
  - 1. For Monthly Recurring Charges, no credit allowance will be given on interruptions less than thirty (30) minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charge for the service for each period of 30 minutes or at least 15 minutes thereof that the interruptions continues.

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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.15 Allowances For Interruption in Service (Cont'd)

D. (Cont'd)

2. For usage based charges, no credit will be allowed for an interruption less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of:
  - a. the monthly rates;
  - b. the assumed minutes of use charge; or
  - c. the minimum monthly usage charge, whichever is applicable, for each period of 24 hours or major fraction (12 hours and 1 minute) thereof that the interruption continues. However, in the case of the service billed based on actual usage, no credit allowance will be given when the actual usage charge exceeds the minimum monthly usage charge in any one monthly billing period.

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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.15 Allowances For Interruption in Service (Cont'd)

E. No credit allowance will be made for:

1. Interruptions due to the negligence of, or non-compliance with the provisions of the Tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
2. Interruptions of service due to the failure or malfunction of facilities, power, or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
3. Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated;
4. Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;
5. Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposed or for implementation of a Customer order for a change in service arrangements;
6. Interruptions of service due to circumstances beyond the control of the Company.



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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.16 Transmission Specifications

The Company's transmission path will meet the standard transmission specifications as set forth in Bellcore Technical Publications. When the Company uses facilities and services from other service providers, the Company's transmission paths will conform to Bellcore Technical Publications, to the extent that the supplying service provider's facilities and services meet the specifications. The Company will, upon notification by the Customer that the data parameters set forth are not being met, conduct tests independently or in cooperation with the Customer, and take any actions deemed by the Company to be necessary to insure that the data parameters are met.

1.3.17 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines may also be made available to the Customer based on previously arranged intervals and format.

1.3.18 Acceptance Testing

At no additional charge the Company will, at the Customer's request and where applicable, cooperatively test at the time of installation the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity, and operations signaling. Balance parameters may also be tested where applicable.

1.3.19 Routine Testing

At no additional charge the Company will, at the Customer's request and where applicable, test after installation on an automatic or manual basis, 1004 Hz loss, C-message noise, and Balance (Return loss). In the case of automatic testing, the Customer shall provide remote office test lines and 105 test lines with associated responders or their functional equivalent. The frequency of the tests will be as mutually agreed on by the Customer and the Company, but shall consist of not less than quarterly 1004 Hz loss and C-message noise tests, and an annual balance test. Trunk test failures requiring Customer participation for trouble resolution will be provided to the Customer on an as-occurs basis.

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**ACCESS SERVICES**

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 UNDERTAKING OF THE COMPANY (Cont'd)**

**1.3.20 Determination of The Number of Transmission Paths**

The Customer will determine the number of switched access service transmission paths to be provided for the busy hour minutes of capacity ordered. The Company can assist the Customer in developing the number of transmission paths using standard company engineering methods.

**1.3.21 Trunk Group Measurement Reports**

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

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ACCESS SERVICES

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.4 PROHIBITED USES**

- 1.4.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
- 1.4.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
- 1.4.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 1.4.4 A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 1.4.5 Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.
- 1.4.6 The services of the Company shall not be used to transmit impermissible content.
- 1.4.7 A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one of the other, and shall not be deemed to constitute a partnership or agency agreement.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS**

**2.1 USE OF FACILITIES AND SERVICES**

**2.1.1 Use of Service**

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- E. Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- F. Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- G. Carrier's services may be denied for any use by Customer which is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or wilful misrepresentation.
- H. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- I. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.1 Use of Service (Cont'd)

- J. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.3 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.5 Minimum Use Contracts

The Company may offer services which require a minimum use guarantee ("MUG"). The Subscriber agrees to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

Should the Subscriber choose to terminate a MUG agreement prior to its expiration date, the Subscriber will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Carrier's approval, Subscriber converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirement is specified in the agreement, upon early termination of Subscriber's agreement, Subscriber will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

The minimum initial billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.



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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.2 MINIMUM PERIOD OF SERVICE**

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.3 FLEXIBLE PRICING**

**2.3.1 General**

Flexible Pricing sets minimum and maximum rates that can be charged for access service. The Company may change a specific rate within the range of the established minimum and maximum rates.

**2.3.2 Conditions**

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- B. Customer notification of a rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.4 PAYMENT FOR SERVICE RENDERED**

**2.4.1 Responsibility for All Charges**

The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.

**2.4.2 Deposits**

- A. To safeguard its interest, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Rule 4901:1-17 of the Ohio Administration Code. A deposit may be required if the customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) months's charges for tariffed services plus 30% of the monthly estimated charge for a specified customer or; two (2) month's charges for service or facility which has a minimum period of one month. A deposit may be required in addition to an advance payment. Upon discontinuance of service, the Company, with-in forth-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company. Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:17-05 of the Ohio Administration Code. Deposits held for less than 180 days will not accrue interest.
- B. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.4.2 Deposits (Cont'd)

C. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

D. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

E. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

2.4.3 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

2.4.4 Payment of Charges

The customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company as set forth in this tariff or by the mutual written agreement of the parties.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.4.4 Payment of Charges (Cont'd)

- A. Non-recurring charges are due and payable as set forth in Section 2.4.4.B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which the service is provided, and Recurring Charges shall be due and payable as set forth in Section 2.4.4.B. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- B. All charges are due and payable by the next bill date (i.e., same date in the following month as the bill date), but no sooner than 14 days from the postmark on the current bill, and are payable in immediately available funds.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If service is disconnected by the Company in accordance with Section 2.8 following and later reinstalled, service will be subject to all applicable installation charges for the reinstallation. If service is suspended by the Company and later restored, it will be subject to all applicable restoration charges.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.4.5 Returned Check Charge

- A. A charge will be assessed for checks returned by drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution. At the option of the Company, the returned check charge may be waived because of extenuating circumstances (i.e., bank error).
- B. Returned Check Charge: \$25.00

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.4.6 Late Payment and Collection Charges

- A. Customer bills are due on the due date specified on the bill as specified in this paragraph and Section 2.4.4.B of this tariff. If any portion of the payment is not received by the Company by the due date, is received by the Company after the due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge shall be due from the Customer to the Company. The late payment charge shall be the portion of the payment not received by the due date, multiplied by a late factor. The late factor shall be the lesser of the following:
  - 1. a rate of 1.5 percent per month accrued on a daily basis, from the date such amount was due; or
  - 2. the highest interest rate which may be applied under state law for commercial transactions.
- B. The late payment charge will not be applied to previous late payment charges that have been assessed, but not paid for, but will apply to the accumulated services for which the customer is in arrears. The late payment charges are to be applied without discrimination.
- C. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5 percent a month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting the charges owed to the Company.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.5 DISPUTED BILLS**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company as set forth in Section 11.1, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the specific invoice disputed, the date of the bill, the specific items on the bill being disputed, and the justification for the dispute.

In order to withhold payment for disputed amounts, the Customer must 1) pay all undisputed amounts by the due date and 2) provide written documentation of the dispute as described in this Section 2.5 by the due date for the billing period in question.



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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.5 DISPUTED BILLS (Cont'd.)

2.5.1 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 has up to 1 year (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

- A. First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- B. 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:

Public Utilities Commission of Ohio  
180 E. Broad Street  
Columbus, Ohio 43215-3793

2.6 TAXES AND OTHER SURCHARGES

Customer shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state, and federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income). Such taxes shall be separately stated on the applicable invoice.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.7 INSPECTION, TESTING AND ADJUSTMENT**

- 2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.8 SUSPENSION OR TERMINATION OF SERVICE**

**2.8.1 Suspension or Termination for Nonpayment**

- A. In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.
- B. Suspension or termination shall not be made until:
  - 1. At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
  - 2. At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.
- C. Access service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Utilities Commission Rules and Regulations.
- E. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
  - a. No charge shall apply for the period during which service had been terminated, and
  - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.



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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.9.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service. Customer shall provide a safe place to work which complies with all laws and regulations along the rights-of-way and in the equipment spaces which it is responsible for obtaining, and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing facilities and equipment.

Customer shall arrange access to any of the rights-of-way, conduit, and equipment space which it is responsible for obtaining at any time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that, when repair work is required to restore services after interruption, it may be necessary to provide access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. No credit allowance will be made for the period during which service is interrupted for such purposes.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)**

**2.9.3 Equipment Space and Power (Cont'd)**

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit Customer to comply with its obligations hereunder.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

**2.9.4 Testing**

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

**2.9.5 Design of Customer Services**

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

**2.9.6 Network Contingency Coordination**

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

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)**

**2.9.7 Jurisdictional Reports**

Where possible, the Company will determine the jurisdiction of both originating and terminating calls from the call detail records generated via the switched network, and bill usage according to such determination. A call that enters the Customer's network in a state different from the state in which the called station is located will be classified as interstate. A call that enters the Customer's network at a point within the same state where the called station is located will be classified as intrastate.

In those cases where it is not possible for the Company to determine the jurisdiction of the call from the call detail, the Customer may provide the Company with a percent interstate use. The percent, which should be represented as a whole number, is determined by taking the total interstate usage and dividing by the total minutes of use. The Customer may update the jurisdictional percentages reported to the Company on the First of January, First of April, First of July, and First of October. Reports should be received no later than the 20<sup>th</sup> of each month. Reports will be used on a go-forward basis, and will be in effect until the Customer submits a revised report. Customers beginning service in the middle of a quarter may submit a jurisdictional report at the onset of service.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.7 Jurisdictional Reports (Cont'd)

In the absence of a Customer-provided percent interstate use, the following percentages will be used:

800 traffic:	100%
900 traffic:	100%
700 traffic:	100%
All other:	percent determined by measurable network usage.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company reserves the right to verify the percents on the jurisdictional reports by examination of the underlying data. The Company will submit a request for verification in writing to the Customer. Such a request will occur no more than once a year. Once the request is received, the Customer will have 30 days to supply or otherwise make available the data to the Company.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.10.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

2.9.9 Measurement of Access Minutes

Customer traffic to end offices will be measured (recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured or imputed to determine the basis for computing chargeable access minutes.

With Multifrequency Address Signaling, usage measurement begins when the originating entry switch receives the acknowledgment wink supervisory signal forwarded from the Customer's point of termination. For originating calls with SS7, usage measurement begins when either the Exit Message (EXM) or the Address Complete Message (ACM) is received.

The measurement of originating call usage ends when the entry 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 entry switch.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.9 Measurement of Access Minutes (Cont'd)

For terminating calls, the measurement of access minutes begins when the terminating entry switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

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

2.9.10 Network Congestion

When a Customer offers service for which a substantial call volume is expected during a short period of time, the Customer must notify the Company at least 48 hours in advance of each peak period. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the telephone number(s) to be used. On the basis of the information provided, the Company may invoke network management controls to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such controls.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.10 AUTOMATIC NUMBER IDENTIFICATION**

**2.10.1 General**

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

**2.10.2 Up to 7 Digit Outpulsing of Access Digits to Customer**

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.



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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.10.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.10.3 Regulations (Cont'd)

- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision A, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- F. The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.10.3 Regulations (Cont'd)

- G. Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

2.10.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to the Public Service Law of the State of Ohio.

2.11 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

**2.12 SERVICE PROVIDER NUMBER PORTABILITY**

**2.12.1 DESCRIPTION**

Service Provider Number Portability - Location Routing Number (SPNP-LRN)

SPNP-LRN depends on AIN/IN technology. LRN is a 10-digit number used to uniquely identify a switch that has ported numbers. The LRN for a particular switch must be a native NPA–NXX assigned to the local exchange provider for that switch and serves as a network address. Telecommunications Carriers routing telephone calls to an end-user that has ported their telephone number from one Telecommunications Carrier to another must perform a database query to obtain the LRN that corresponds to the dialed telephone number. The N-1 telecommunications provider (the next to the last terminating carrier) is responsible for determining the LPN for the call being terminated. The database query is performed for all calls where the NPA-NXX of the called number has been marked in the switch as portable. The Telecommunications Carrier routes the call to the appropriate Telecommunications Carrier based on the LPN.

SPNP-LRN will be initially deployed in Cleveland by May 15, 1998, and will continue through a phased in deployment which will complete December 1998 according to FCC Docket No. 95–116, as published in the Local Exchange Routing Guide (LERG). Subsequent deployment in additional switches beyond initial deployment pursuant to FCC Docket No. 95–116 and PUCO Case No. 95–845-TP-COI, will be accomplished through receipt of a bona fide request.

**2.12.2 TERMS AND CONDITIONS**

**A. General**

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.12 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

2.12.2 TERMS AND CONDITIONS

A. General

Service Provider Number Portability (SPNP) is only available to telecommunication carriers for use in the provision of a telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of Ohio.

Service Provider Number Portability is a service arrangement provided by the Company to Telecommunication Carriers whereby a customer, who switches subscription to local exchange service from the Company to a Telecommunication Carrier is permitted to retain for their use the existing Company assigned telephone number provided that the customer's service location remains within the same Company rate center.

B. Rules and Regulations

SPNP service is only available to Telecommunication Carriers.

SPNP service and facilities will only be provided where technically feasible, subject to the availability of facilities and pursuant to FCC Docket No. 95-116 and PUCO Case No. 95-845-TP-COI, and may only be furnished from properly equipped central offices. SPNP service and facilities are not offered for Mass-Calling NXX Codes, NXX Codes 555, 976, 950, FX service, or coin telephone service.

General Regulations as found in Part 2 of this Tariff and Section 1 of this Part apply to this Section unless otherwise specified in this Section. The term "customer", which appears in Part 2 of the General Regulations, is the equivalent of the term "telecommunication carrier" as used in this Section.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.12 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

2.12.2 TERMS AND CONDITIONS (Cont'd.)

B. Rules and Regulations (Cont'd)

Telecommunications Carriers will be assessed Local Number Portability (LNP) Query Charges as defined in F.C.C. No.2, Section 6, as SPNP-LRN becomes available in an area if the Company performs an LNP database query on behalf of the Telecommunications Carrier.

Interim Arrangements (SPNP-Remote and SPNP-Direct) are only available to Telecommunications Carriers in areas where SPNP-Location Routing Number (LRN) is not available. Telecommunications Carriers shall migrate from Interim Arrangements to SPNP-LRN as soon as practicable, but no later than 120 days from the last day which the F.C.C. has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). Requests for Interim Arrangements will also not be processed after the last day which the F.C.C. has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). The parties shall provide long-term number portability to each other in accordance with rules and regulations prescribed by the F.C.C. and/or the P.U.C.O.

Requests for Interim Arrangements will also not be processed after the last day which the F.C.C. has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). The parties shall provide long-term number portability to each other in accordance with rules and regulations prescribed by the F.C.C. and/or the P.U.C.O.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.12 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

2.12.2 TERMS AND CONDITIONS (Cont'd.)

C. Responsibilities of the Company

The Company's sole responsibility is to comply with the service requests it receives from the Telecommunication Carrier and to provide SPNP in accordance with its tariff. In the event that the Company becomes aware that a dispute or discrepancy may have occurred, it may insist that the Telecommunication Carrier provide to the Company a signed letter of authorization from the end-user.

The Company is not responsible for the allocation of charges for resold or shared SPNP service or for misdialed calls.

D. Responsibilities of the Telecommunication Carrier

The Telecommunication Carrier is solely responsible to obtain a signed letter of authorization from the end-user for the handling of the disconnection of the end-user's service with the Company, the provision of service by the Telecommunication Carrier and the provision of SPNP service. Should a dispute or discrepancy arise regarding the authority of a Telecommunication Carrier to act on behalf of the end-user, the Telecommunication Carrier is responsible for providing a signed letter of authorization, to the Company. In the event that the Telecommunication Carrier is unable to provide such authorization, the Company may either refuse to disconnect the end-user's service and establish SPNP service as requested by the Telecommunication Carrier or, where the conversion from end-user to SPNP service has already occurred, may choose to restore the end-user's prior service with the Company and terminate SPNP service for that particular end-user. In such event, the Telecommunication Carrier is responsible to compensate the Company for its cancellation costs if the end-user's service had not been disconnected and SPNP service had not yet been established or to pay all applicable restoral costs for terminating the SPNP service and restoring the end-user's prior service with the Company.

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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.12 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

2.12.2 TERMS AND CONDITIONS

D. Responsibilities of the Telecommunication Carrier (Cont'd)

The Telecommunication Carrier is responsible for coordinating the provision of service with the Company to assure that its switch is capable of accepting SPNP ported traffic.

The Telecommunication Carrier is solely responsible to provide equipment and facilities that are compatible with the Company's service parameters, interfaces, equipment and facilities. The Telecommunication Carrier is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its end-users. In the event that the Company determines in its sole judgment that Telecommunication Carrier will likely impair or is impairing, or interfering with any equipment, facility or service of the Company or any of its end-users, the Company may either refuse to provide SPNP service or terminate it in accordance with other provisions of the Company's tariff.

The Telecommunication Carrier is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP service for which it is not presently providing local exchange service or terminating to an end-user.



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ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.12 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

2.12.2 TERMS AND CONDITIONS (Cont'd.)

D. Responsibilities of the Telecommunication Carrier (Cont'd)

The Telecommunication Carrier is responsible for designating to the Company at the time of its initial service request for SPNP service one of the following options for the handling and processing of Calling Card, Collect, third party, and other operator handled non-sent paid calls from or to SPNP assigned telephone numbers: (1) the Connecting-Carrier may request that the Company block all such calls; (2) the Telecommunication Carrier may accept billing from the Company for such calls; or (3) the Telecommunication Carrier may negotiate a separate, detariffed billing and collection agreement with the Company establishing the call handling, processing and billing responsibilities of the parties.

E. Limitations of Service

The Company is not responsible for adverse effects on any service, facility or equipment from the use of SPNP service.

End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by the Company for such calls.

The Company is not responsible to the Telecommunication Carrier if necessary changes in protection criteria or in any of the facilities, operation, or procedures of the Company renders any facilities provided by a Telecommunication Carrier obsolete or renders modification of the Telecommunication Carrier's equipment necessary except as otherwise required by the Public Utilities Commission of Ohio.

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ACCESS SERVICES

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**SECTION 3 – SWITCHED ACCESS SERVICE**

**3.1 GENERAL**

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

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

**3.2 RATE CATEGORIES**

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

- Local Switching
- Local/Tandem Transport (Transport Service)
- End User (Common Line) (See Section 4)
- Data Base Services

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ACCESS SERVICES

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**

**3.2 RATE CATEGORIES (Cont'd)**

**3.2.1 Local Switching**

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

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

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

Common Trunk Port, which provides for transport termination in common end office trunk ports. This charge applies to all minutes of use on tandem routed switched access.

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

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ACCESS SERVICES

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**

**3.2 RATE CATEGORIES (Cont'd)**

**3.2.2 Transport Service**

Transport Service provides for the transmission of calls between the Customer designated premises and the end office switch(es) where the Customer traffic is switched to originate or terminate the Customer's communication. Transport Service is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the Customer designated premise to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals.

Customers who choose Direct Access directly connect with the Company's office(s). In this case, the Customer is responsible for providing its own facility(s) to the Company office(s), and will be charged Port Charges. The Port Charges will consist of a non-recurring connection charge and a recurring monthly rental charge. The Port can be furnished on a DS0 or DS1 basis.

Customers who choose Standard Access connect with the Company's office(s) through another LEC's tandem switch. Transport Service rates are made up of a Transport Termination rate and Tandem Switching rate which are assessed on a per transmission path per access minute basis, and a Transport Mileage rate assessed on a per mile per access minute basis. Common Multiplexing is also associated with Transport Service and is assessed per access minute. The Transport Termination rate provides for the communication frequency transmission path at the Company switching central office and includes the Transport Service portion of central office switching and central office circuit equipment. The Tandem Switching rate applies to all minutes of use switched through the tandem. The Transport Mileage rate applies to transmission facilities provided by the Company between the Company's central office and a remote switching facility. Standard Access calls are also assessed an Interconnection charge per minute to provide for additional handling costs.

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ACCESS SERVICES

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**

3.2 RATE CATEGORIES (Cont'd)

3.2.2 Transport Service (Cont'd)

For purposes of determining Transport Mileage measurement, distance will be measured from the wire center that normally serves the customer designated premises to the end office switch(es), which may be a Remote Switching Module(s).

Where transmission facilities permit, the individual transmission path between the Customer's designated premises and the first point of switching may at the option of the Customer be provided with the following optional features at no charge:

- Supervisory Signaling
- Customer Specified Entry Switch Receive Level
- Customer Specification of Local Transport Termination

3.2.3 Network Blocking Charge

The Customer will be notified by the Company to increase its capability (Busy Hour Minutes of Capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying FGD traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in this Tariff, for each overflow in excess of ordered capacity.

3.2.4 Data Base Service

Data Base Services are provided using components of the Company's Common Channel Signaling, signaling System 7 (CCS/SS7) network, such as 800 Service and LNP Query Service.

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ACCESS SERVICES

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**

3.2 RATE CATEGORIES (Cont'd)

3.2.5 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.

3.2.6 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.

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ACCESS SERVICES

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**

**3.3 OBLIGATIONS OF THE COMPANY**

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

**3.3.1 Network Management**

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

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ACCESS SERVICES

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**

**3.3 OBLIGATIONS OF THE COMPANY, (Cont'd)**

**3.3.2 Design and Traffic Routing of Switched Access Service**

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



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ACCESS SERVICES

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**

**3.3 OBLIGATIONS OF THE COMPANY (Cont'd)**

**3.3.3 Provision of Service Performance Data**

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

**3.3.4 Trunk Group Measurements Reports**

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

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ACCESS SERVICES

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**

**3.4 OBLIGATIONS OF THE CUSTOMER**

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

**3.4.1 Report Requirements**

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

**A. Jurisdictional Reports**

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.9.7 preceding. Charges will be apportioned in accordance with those reports.

**B. Code Screening Reports**

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

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ACCESS SERVICES

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**

3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)

3.4.2 On and Off-Hook Supervision

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

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

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**ACCESS SERVICES**

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**

**3.5 RATE REGULATIONS**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

**3.5.1 Minimum Periods**

Switched Access Service is provided for a minimum period of one month.

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ACCESS SERVICES

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**

3.5 RATE REGULATIONS, (Cont'd)

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is 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 End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

A. Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

B. On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

	<u>Minimum</u>	<u>Maximum</u>
Cancellation Fee	\$100.00	\$500.00

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**ACCESS SERVICES**

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**

**3.6 RATES AND CHARGES**

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Issued: November 4, 2011

Effective: December 4, 2011

By: Vice President, Tax  
1375 Peachtree Street, Level A  
Atlanta, Georgia 30309

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ACCESS SERVICES

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**

**3.7     PRESUBSCRIBED INTEREXCHANGE CARRIER CHARGE (PICC)**

The Presubscribed Interexchange Carrier Charge (PICC) is a monthly charge imposed by the Company on IXC's for multi-line business, ISDN-PRI and T-1 Customers served by the Company who subscribe to the IXC's long distance service. For ISDN-PRI and T-1 Customers, the Company will assess five (5) PICC charges per circuit. An IXC selected by the Customer for both their interLATA and intraLATA long distance service will be subject to a single PICC per line. This charge will not be prorated for a partial month of service, is not subject to any discounting and does not contribute to any monthly minimums.

	Monthly Recurring Charge
Per multi-line business Customer subscribed line	\$4.31
Per ISDN-PRI or T-1 facility	\$21.55
Per Centrex line	\$0.47

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ACCESS SERVICES

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**

**3.8 SERVING CENTRAL OFFICE AND REMOTE SWITCHING LOCATIONS**

The Company maintains Remote Switching Locations at various locations in its network to support connections between End Users and the Company's Central Offices. Mileage for transport between a Remote Switching Location and a Company Central Office is based on airline mileage. A listing of the Company's Central Office and Remote Switching Locations and their designated V&H coordinates is provided below:

Serving Switch			Remote Switching Location		
YNTWOHID5MD	5557	2354	BDMNOH75H04	5573	2347
			CNFDOH02H02	5581	2360
			LRTPOH75H05	5546	2360
			NILSOH65H05	5553	2379
			POLDOH75H01	5568	2339
			YNTWOH74H08	5557	2354
			YNTWOH78H07	5565	2350
			YNTWOH79H04	5562	2362
CLMBOHFQDS4	5973	2554	CLMBOH11HAK	5972	2554
			CLMBOH23H18	5966	2541
			CLMBOH25H09	5970	2549
			CLMBOH26H15	5960	2562
			CLMBOH27H22	5980	2563
			CLMBOH29H17	5968	2558
			CLMBOH44H09	5976	2549
			CLMBOH47H20	5952	2550
			CLMBOH86H26	5960	2530
			CNWIOH83H07	5978	2513
			DBLNOH89H37	5954	2585
			GVCYOH87H11	5995	2558
			HLRDOH87H14	5973	2585
			LNC SOH65H06	5984	2469
			UPAROH45H20	5962	2574
			UPAROH48H23	5970	2566
			WEVLOH88H26	5939	2560
			WOTNOH88H47	5949	2572



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ACCESS SERVICES

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)**

3.8 SERVING CENTRAL OFFICE AND REMOTE SWITCHING LOCATIONS (Cont'd)

Serving Switch			Remote Switching Location		
AKRNOHETDS0	5640	2472	AKRNOH25H30	5637	2472
			AKRNOH72H05	5644	2466
			AKRNOH78H07	5636	2462
			AKRNOH86H16	5636	2482
			BRTNOH74H06	5652	2476
			CVTPOH02H03	5654	2465
			CYFLOH92H16	5624	2474
			KENTOH67H09	5609	2458
			STOWOH68H04	5616	2470
			TLMDOH63H05	5627	2464
DYTNOHISDS0	6112	2704	CNTMOH43H15	6132	2686
			DYTNOH22H37	6112	2705
			DYTNOH23H11	6096	2701
			DYTNOH25H13	6110	2696
			DYTNOH27H13	6109	2712
			DYTNOH29H15	6121	2695
			DYTNOH89H12	6095	2717
			FRBNOH87H09	6086	2686
			MMBGOH86H10	6140	2701
			PIQUOH77H06	6043	2754
			SPFDOH32H12	6049	2666
			SPFDOH39H07	6036	2669
			XENIAOH37H07	6103	2657
			ZMMNOH42H10	6106	2681

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS**

4.1 GENERAL

The various types of Carrier service offerings are described below. Carrier services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or for term discount plans of 1 to 5 years. Customers subscribing to a term discount plan may receive a discount on charges for these arrangements. Agreements for services in excess of 5 years will be negotiated on an ICB.

4.2 SERVICE CONFIGURATIONS

There are two types of service configurations over which Carrier's services are provided: point-to-point service and multipoint service.

4.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

4.2.2 Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Carrier hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Carrier determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

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ACCESS SERVICES

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS  
(CONT'D.)**

**4.3 CONTRACT RATES - SPECIAL PRICING ARRANGEMENTS-ICB**

- 4.3.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis, and will be filed with the PUCO for approval.
- 4.3.2 In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

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ACCESS SERVICES

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS  
(CONT'D.)**

**4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS**

The following service descriptions and technical specifications will apply to Carrier's services. When references to Bellcore Technical Publications on file with the F.C.C. are made for performance criteria, the criteria will be considered objectives for Carrier's performance. In no case should the reference to these Bellcore standards be construed as creating any warranties on the part of Carrier. Technical publications are available for review by the Customer upon request.

**4.4.1 Voice Grade Service (DS-0)**

A Voice Grade Facility is a channel which provides voice frequency transmission capability in the normal frequency range of 300 to 3000 HZ and may be terminated as analog two-wire or four-wire, or where facilities permit, as a four-wire in a digital format when used in conjunction with another Voice Grade Facility termination at the other end. Voice Grade Facilities are provided between Customer designated locations or between a Customer designated location and a Carrier's hub.

Transmission specifications are defined in Bellcore Technical Reference TR-TSY-000335, issue 2 and PUB 41004, Table 4, and those publications referenced therein for Voice Grade frequency (300-3000hertz Voice Grade Transmission).

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ACCESS SERVICES

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS  
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

4.4.1 Voice Grade Service (DS-0) (Cont'd)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

		Monthly Rate	Nonrecurring Charge
A.	Channel Termination (Per Termination)		
	(1) Two-Wire		
	- Minimum	\$ ICB	\$ ICB
	- Maximum	\$ ICB	\$ ICB
	(2) Four-Wire		
	- Minimum	\$ ICB	\$ ICB
	- Maximum	\$ ICB	\$ ICB
			<u>Per Mile</u>
B.	Channel Mileage		
	- Minimum		\$ ICB
	- Maximum		\$ ICB
			<u>Per Termination</u>
	- Channel Mileage Termination		
	- Minimum		\$ ICB
	- Maximum		\$ ICB

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ACCESS SERVICES

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS  
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

4.4.2 Digital Data Service (DDS)

A Digital Data Channel is a channel for duplex four-wire transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides synchronous service with timing provided by Carrier, through Carrier facilities to the Customer in the received bit stream. Digital Data channels are provided only between Customer designated locations and/or between Customer designated locations and a Carrier's hub.

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

	Monthly		Nonrecurring	
	Min.	Max.	Min.	Max.
A. Channel Termination (Per Termination)				
- 2.4 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 4.8 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 9.6 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 19.2 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 56.0 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 64.0 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB

B. Channel Mileage Facility	Per Mile	
	Min. Rate	Max. Rate
- 2.4 kbps	\$ ICB	\$ ICB
- 4.8 kbps	\$ ICB	\$ ICB
- 9.6 kbps	\$ ICB	\$ ICB
- 19.2 kbps	\$ ICB	\$ ICB
- 56.0 kbps	\$ ICB	\$ ICB
- 64.0 kbps	\$ ICB	\$ ICB

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ACCESS SERVICES

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS  
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

4.4.2 Digital Data Service (DDS) (Cont'd)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

C. Channel Mileage Termination  
Per Termination

	Min. Rate	Max. Rate
- 2.4 kbps	\$ ICB	\$ ICB
- 4.8 kbps	\$ ICB	\$ ICB
- 9.6 kbps	\$ ICB	\$ ICB
- 56.0 kbps	\$ ICB	\$ ICB
- 64.0 kbps	\$ ICB	\$ ICB

4.4.3 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.5644 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Carrier's hub.

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

4.4.4 Type I Channels

Type I digital channels are provided where both endpoints of a channel are served by the Company's network.

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ACCESS SERVICES

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS  
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

4.4.5 Type II Channels

Type II digital channels are provided where at least one endpoint of a channel is served by the network of an entity with whom the company's network is interconnected; such channels are provided via a combination of the Company's facilities and the facilities of the interconnected entity. Rates for the portions of the service provided over the company's facilities are based on the rates for the corresponding Type I Channel rates. Rates for the portion of the service provided over the facilities of the interconnected entity are based on the rates charged the Company by the interconnected entity. The Company may apply a service charge or mark-up to the rates charged the Company by the interconnected entity.

4.4.6 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Carrier's hub. DS-3 service is provided with an electrical interface. As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Carrier's Optical Line Terminating Equipment (OLTE) located in Carrier's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Carrier's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis (ICB)

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.



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ACCESS SERVICES

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS  
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

4.4.7 DS-3 Packaging

DS-3 services may be ordered in multiples as specified in the following. These services are offered in the same configuration as DS-3 service (i.e. either electrical or optical interface), and with the same technical specifications.

A. High Capacity Services

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

		Monthly Rate	Nonrecurring <u>Charge</u>
1.	Channel Termination (Per Termination)		
a.	DS1 1.544 Mbps		
	- Minimum Rate	\$ ICB	\$ ICB
	- Maximum Rate	\$ ICB	\$ ICB
b.	Capacity of 1 DS3 44.736 Mbps Interface		
	- Minimum Rate	\$ ICB	
	- Maximum Rate	\$ ICB	
	-per DS3 Channel Installed		
	- Minimum Rate	\$ ICB	\$ ICB
	- Maximum Rate	\$ ICB	\$ ICB
c.	Capacity of 3 DS3 44.736 Mbps Interface		
	- Minimum Rate	\$ ICB	
	- Maximum Rate	\$ ICB	
	per DS3 Channel Installed		
	- Minimum Rate	\$ ICB	\$ ICB
	- Maximum Rate	\$ ICB	\$ ICB

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS  
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

4.4.7 DS-3 Packaging (Cont'd)

A. High Capacity Services (Cont'd)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

1. Channel Termination (Cont'd)  
(Per Termination)

	Monthly Rate	Nonrecurring Charge
d. Capacity of 6 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
-per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB
e. Capacity of 12 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
-per DS3 Channel Installed		
-Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB

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ACCESS SERVICES

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS  
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

4.4.7 DS-3 Packaging (Cont'd)

A. High Capacity Services (Cont'd)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

2. Channel Mileage

Monthly Rate	Minimum	Maximum
a. Channel Mileage Facility (Per Mile)		
- 64 kbps	\$ ICB	\$ ICB
- 1.544 Mbps	\$ ICB	\$ ICB
- 44.736 Mbps	\$ ICB	\$ ICB
b. Channel Mileage Termination (Per Termination)		
- 64 kbps	\$ ICB	\$ ICB
- 1.544 Mbps	\$ ICB	\$ ICB
- 44.736 Mbps	\$ ICB	\$ ICB

3. Term Discounts Percentages  
DS1 and DS3 services  
36 months  
60 months

ICB %  
ICB %

4.4.8 Fractional DS-1 Service

Fractional DS-1 service consists of 2 to 24 DS-0 or DDS channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

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ACCESS SERVICES

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS  
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

4.4.9 Multiplexing Services

Multiplexing is provided in the following configurations:

M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps channel into 28 DS-1 channels using digital time division multiplexing.

DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps channel into 24 channels for use with Voice Grade Facilities or DDS.

Monthly Rate

Multiplexing, per arrangement	Minimum	Maximum
DS3 to DS1		
DS1 to Voice	\$ ICB	\$ICB
DS1 to DS0	\$ ICB	\$ICB
DS0 to Subrates		
- up to 20 2.4 kpbs services	\$ ICB	\$ICB
- up to 10 4.8 kpbs services	\$ ICB	\$ICB
- up to 5 9.6 kpbs services	\$ ICB	\$ICB

4.4.10 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.

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ACCESS SERVICES

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS  
(CONT'D.)**

**4.5 RATE CATEGORIES**

There are seven rate categories that may apply to Carrier's Services.

**4.5.1 Channel Terminations (CT) / Local Distribution Channel (LDC)**

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Carrier's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

**4.5.2 Channel Mileage Termination (CMT) - Fixed**

This rate element applies per termination whenever there is mileage associated with the channel; a channel has mileage associated with it when the endpoints are located in geographic areas normally served out of separate Telephone Company end offices. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

**4.5.3 Channel Mileage (CM) - Per Mile**

This rate element applies whenever there is mileage associated with the channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Telephone end offices which normally serve the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in Section 4.6.4. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

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ACCESS SERVICES

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS  
(CONT'D.)**

4.5 RATE CATEGORIES (Cont'd)

4.5.4 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Carrier's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be derived using various combinations of equipment.

4.5.5 Extraordinary Charges

From time to time, customers may request special services not addressed specifically by rate elements in this tariff, or services to locations that may cause Carrier to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this tariff shall be approved by the F.C.C. prior to the provision of such service.

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ACCESS SERVICES

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS  
(CONT'D.)**

4.5 RATE CATEGORIES (Cont'd)

4.5.6 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this tariff, to customers that subscribe to substantial volumes of Carrier's services.

4.5.7 Term Discounts

Customers will be eligible for discounts for executing agreements for services for 1 to 5 years, as specified in this tariff.

4.6 APPLICATION OF RATE ELEMENTS

The rate elements described in F1 of this tariff will be applied as follows:

4.6.1 Point-To-Point Services

- Channel Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

4.6.2 Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

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ACCESS SERVICES

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS  
(CONT'D.)**

4.7 REGULATIONS AND COMPUTATIONS OF MILEAGE

- 4.7.1 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 4.7.2 All times refer to local time.
- 4.7.3 All inter-city services are rated according to the mileage between the Carrier's Point of Presence in each city.
- 4.7.4 Airline mileage, used in connection with determining rates for intercity portions of services and facilities, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in (e) below. This procedure is referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:
  - A. Utilize the "V" and "H" coordinates for each Customer designated location.
  - B. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
  - C. Square each difference obtained in step (ii) above.
  - D. Add the square of the "V" difference and the "H" difference obtained in step (iii) above.



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ACCESS SERVICES

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS  
(CONT'D.)**

4.7 REGULATIONS AND COMPUTATIONS OF MILEAGE (Cont'd)

4.7.4 (Cont'd)

- E. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- F. 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.
- G. Formula = 
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

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ACCESS SERVICES

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**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS  
(CONT'D.)**

4.8 BACK BILLING

Carrier shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the customer was aware of the unbilled services during the period the services were unbilled, for a period of one year after the service was rendered.

4.9 TAXES

4.9.1 Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

4.10 TEMPORARY PROMOTIONAL PROGRAMS

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The waiver of any charge, other than a non-recurring charge, shall be limited to 90 days on a per customer basis.

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**ACCESS SERVICES**

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**SECTION 5 – END USER ACCESS SERVICE (CARRIER COMMON LINE)**

**5.1 GENERAL**

The Company will provide End User Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. End User Access provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

**5.2 LIMITATIONS**

No telephone number or detailed billing will be provided with End User Access. Directory listings and intercept arrangements are not included in the rates and charges for End User Line Access.

**5.3 APPLICATION OF INTRASTATE CHARGES**

Intrastate rates apply only to that portion of End User Access Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.10.7 of this tariff.

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ACCESS SERVICES

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**SECTION 6 –SPECIAL ARRANGEMENTS**

6.1 SPECIAL CONSTRUCTION

6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of (A), (B), and (C).

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ACCESS SERVICES

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**SECTION 6 –SPECIAL ARRANGEMENTS (CONT'D.)**

6.1 SPECIAL CONSTRUCTION (Cont'd)

6.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a. equipment and materials provided or used;
    - b. engineering, labor, and supervision;
    - c. transportation; and
    - d. rights of way and/or any required easements;
  - 2. license preparation, processing, and related fees;
  - 3. tariff preparation, processing and related fees;
  - 4. cost of removal and restoration, where appropriate; and
  - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

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ACCESS SERVICES

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**SECTION 6 –SPECIAL ARRANGEMENTS (CONT'D.)**

**6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

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

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**ACCESS SERVICES**

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**SECTION 7 –RESERVED FOR FUTURE USE**

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By: Vice President, Tax  
1375 Peachtree Street, Level A  
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**ACCESS SERVICES**

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**SECTION 8 –BILLING AND COLLECTION**

**8.1 GENERAL**

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)
- Chargeable Optional Features
- 800 Database Access Service



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ACCESS SERVICES

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**SECTION 8 –BILLING AND COLLECTION (CONT'D.)**

**8.2 RECORDING SERVICE**

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

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

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

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**SECTION 8 –BILLING AND COLLECTION (CONT'D.)**

**8.2 RECORDING SERVICE (Cont'd)**

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

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ACCESS SERVICES

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**SECTION 8 –BILLING AND COLLECTION (CONT'D.)**

8.2 RECORDING SERVICE (Cont'd)

8.2.1 Undertaking of the Company

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

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

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

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**SECTION 8 –BILLING AND COLLECTION (CONT'D.)**

8.2 RECORDING SERVICE (Cont'd)

8.2.2 Liability of the Company

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

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

8.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

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

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

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ACCESS SERVICES

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**SECTION 8 –BILLING AND COLLECTION (CONT'D.)**

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision

A. Notice and Scope

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

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ACCESS SERVICES

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**SECTION 8 –BILLING AND COLLECTION (CONT'D.)**

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

B. Payment of Expense

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

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**SECTION 8 –BILLING AND COLLECTION (CONT'D.)**

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

C. Requests for Examinations

1. In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
2. An “examination” shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.
3. Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

D. Audit Provision

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

E. Minimum Period and Minimum Monthly Charges

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

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ACCESS SERVICES

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**SECTION 8 –BILLING AND COLLECTION (CONT'D.)**

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

F. Cancellation of a Special Order

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recordings to start. When a customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

G. Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. All cancellation charges as set forth in (C) preceding will apply for the canceled special order.

8.2.5 Rate Regulations

The special order charge applies for each special order accepted by the company for recording service or for a subsequently requested change.



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**SECTION 8 –BILLING AND COLLECTION (CONT'D.)**

**8.3 AUTOMATIC NUMBER IDENTIFICATION**

ANI provided the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a customer's premises.

**8.3.1 Rate Regulations**

When ANI is delivered (with Feature Group D originating) and the customer is charged the recording rate as set forth in the rate schedule, following, the ANI rate does not apply. If the customer is not charged the recording rate, the ANI rate as set forth in the rate schedule will apply for each ANI record delivered to the customer.

**8.3.2 Rates & Charges**

	<u>Minimum</u>	<u>Maximum</u>
ANI, Per Originating Attempt	\$0.0025	\$0.02500

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ACCESS SERVICES

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**SECTION 8 –BILLING AND COLLECTION (CONT'D.)**

**8.4 BILLING NAME AND ADDRESS SERVICE**

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

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

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

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

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

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ACCESS SERVICES

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**SECTION 8 –BILLING AND COLLECTION (CONT'D.)**

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.1 Undertaking of the Company

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- B. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.

- C. The company will specify the format in which requests and tapes are to be submitted.
- D. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.
- E. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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ACCESS SERVICES

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**SECTION 8 –BILLING AND COLLECTION (CONT'D.)**

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.2 Obligations of the Customer

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

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ACCESS SERVICES

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**SECTION 8 –BILLING AND COLLECTION (CONT'D.)**

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.2 Obligations of the Customer (Cont'd)

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

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ACCESS SERVICES

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**SECTION 8 –BILLING AND COLLECTION (CONT'D.)**

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.2 Obligations of the Customer (Cont'd)

E. (Cont'd)

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

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

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ACCESS SERVICES

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**SECTION 8 –BILLING AND COLLECTION (CONT'D.)**

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.3 Rate Regulations

- A. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.
- B. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

- C. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.

The percentages provided in the reports as set forth in 8.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

- D. When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

- E. Rates and Charges

	<u>Minimum</u>	<u>Maximum</u>
Service Establishment Charge, Nonrecurring	\$50.00	\$250.00

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ACCESS SERVICES

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**SECTION 8 –BILLING AND COLLECTION (CONT'D.)**

**8.5 MEET POINT BILLING**

In cases where the Customer chooses to originate and terminate its switched traffic with the Company via the use of another Local Exchange Carrier's (LEC) tandem facilities (tandem connection), Meet Point Billing (MPB) will apply. Both the Company and the other LEC will issue bills to the Customer for services rendered.

With tandem connection, both the Company and the other LEC will prepare its own bill and bill charges in accordance with its own tariff, unless other arrangements are made that are mutually agreeable to both the Company and the Customer. Mileage sensitive charges will be proportionately billed in accordance with industry standards.

**8.6 CHARGEABLE OPTIONAL FEATURES**

800 Database Access Service is provided to all customers in conjunction with switched access service. When a 1+800+NXX-XXXX call is originated by an end user, the Company will utilize the SS7 network to query an 800 database to identify the Customer to whom the call will be delivered, and to provide vertical features based on the dialed digits. The call will then be routed to the identified Customer over switched access.

A Basic or Vertical Feature Query charge is assessed for each query launched to the 800 database. The Basic Query provides for the identification of the customer to whom the call will be delivered and includes area of service routing which allows routing of 800 calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same customer identification function in addition to vertical features which may include: (1) call validation, ensuring that call originates from subscribed service areas; (2) POTS translation of 800 numbers; (3) alternate POTS translation, which allows subscribers to vary the routing of 800 calls based on factors such as time of day, place of origin of the call, etc.; (4) multiple carrier routing, which allows subscribers to route to different carriers based on factors similar to those in (3).



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ACCESS SERVICES

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**SECTION 9 – DESCRIPTION AND APPLICATION OF RATES AND CHARGES**

**9.1 USAGE RATES**

Usage rates for switched access service are rates that apply: (1) on a per access minute basis when Direct Access; (2) on a per call blocked basis beyond the blocking threshold for Network Blocking; (3) on a per query basis for 800 Database Queries. All charges are accumulated on a monthly basis. Rates for these services are found in the Rate Attachment.

**9.2 MONTHLY RATES**

Monthly rates are flat recurring rates that apply each month or fraction thereof that a chargeable optional feature of basic service element is provided. For billing and prorating purposes, each month is considered to have 30 days.

**9.3 NONRECURRING CHARGES**

Nonrecurring charges are one-time charges that apply for specific work activity. The types of non-recurring charges are as follows:

**9.3.1 Access Order Charge**

The Access Order Charge applies to all Customer requests for new switched access service, and for additions, changes, or rearrangements to existing service. It is applied on a per order basis to each order received by the Company, and is in addition to any other applicable charges as set forth in this and other sections of this tariff.

The Access Order Charge does not apply:

- to administrative changes as set forth in 10.3.2 below;
- when a change in a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- when a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

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ACCESS SERVICES

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**SECTION 9 – DESCRIPTION AND APPLICATION OF RATES AND CHARGES (CONT'D.)**

9.3 NONRECURRING CHARGES (Cont'd)

9.3.2 Installation of Service

Non-recurring charges apply to each Direct Access service installed. This charge applies only when the capacity ordered requires the installation or activation of an additional trunk(s) which is uniquely identified for the sole use of the ordering Customer.

9.3.3 Service Rearrangements

All changes to existing services other than changes involving administrative activities will be treated as the discontinuance of the existing service and an installation of a new service. Installation charges as described in 9.3.2. above apply. Changes and additions to existing services which are necessary due to Company initiated network reconfigurations will be made without charge to the Customer.

Administrative changes include the following:

- change of Customer name;
- change of Customer or Customer's end user premises address when the change of address is not the
- result of a physical relocation of equipment;
- change in billing data (name, address, contract name or telephone number);
- change of agency authorization;
- change of customer circuit identification;
- change of billing account number;
- change of Customer test line number;
- change of Customer or Customer's end user contact name or telephone number;
- change of jurisdiction

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ACCESS SERVICES

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**SECTION 10 – RATE SCHEDULE**

10.1 SWITCHED ACCESS

	<u>Rate</u>
Local Switching, per minute	\$0.003116
Interconnection, per minute All Time Periods	\$0.00000
Local Transport Termination, per minute	\$0.000105
Transport Facility, per minute, per mile	\$0.000014

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ACCESS SERVICES

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**SECTION 10 – RATE SCHEDULE (CONT'D.)**

10.1 SWITCHED ACCESS (Cont'd.)

	<u>InterLATA</u>
Tandem Switching, per access minute	\$0.001151
Common Multiplexing, per access minute	\$0.000018
Common Trunk Port, per access minute	\$0.000371

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**SECTION 10 – RATE SCHEDULE (CONT'D.)**

10.1 SWITCHED ACCESS (Cont'd)

	<u>Rate</u>
800 Database Access Service	
800 Call-Routing Query Charge	\$.002304 -per query
800 Carrier-ID-Only Charge Additional Functions	\$.001108 per query
800 Routing Options Charge	\$.000199 per query using options
ANI per originating attempt	\$.0003
 Billing Name and Address Service	
Service Establishment Charge (non-recurring)	\$150.00
Request, per telephone number	\$ 0.25
 Access Order Charge, (non-recurring)	\$105.00
 Installation Charge (non-recurring)	\$ 12.00
 Network Blocking (per call blocked)	\$.001088

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ACCESS SERVICES

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**SECTION 10 – RATE SCHEDULE (CONT'D.)**

10.2 DEDICATED ACCESS

Voice Grade Service (DS-0)

		Monthly Rate	Nonrecurring Charge
A.	Channel Termination (Per Termination)		
	1. Two-Wire		
	- Minimum	\$ ICB	\$ ICB
	- Maximum	\$ ICB	\$ ICB
	2. Four-Wire		
	- Minimum	\$ ICB	\$ ICB
	- Maximum	\$ ICB	\$ ICB
B.	Channel Mileage	<u>Per Mile</u>	
	- Minimum	\$ ICB	
	- Maximum	\$ ICB	
		<u>Per Termination</u>	
	- Channel Mileage Termination	\$ ICB	

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ACCESS SERVICES

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**SECTION 10 – RATE SCHEDULE (CONT'D.)**

10.2 DEDICATED ACCESS (Cont'd.)

Digital Data Service (DDS)

A. Channel Termination  
(Per Termination)

Monthly

Nonrecurring

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

B. Channel Mileage Facility

Per Mile

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

\$ ICB

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ACCESS SERVICES

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**SECTION 10 – RATE SCHEDULE (CONT'D.)**

10.2 DEDICATED ACCESS (Cont'd.)

Digital Data Service (DDS) (Cont'd.)

C.	Channel Mileage Termination	Per Termination
	- 2.4 kbps	\$ ICB
	- 4.8 kbps	\$ ICB
	- 9.6 kbps	\$ ICB
	- 56.0 kbps	\$ ICB
	- 64.0 kbps	\$ ICB



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ACCESS SERVICES

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**SECTION 10 – RATE SCHEDULE (CONT'D.)**

10.2 DEDICATED ACCESS (Cont'd.)

DS-3 Packaging

A. High Capacity Services

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Channel Termination (Per Termination)		
a. DS1 1.544 Mbps		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB
b. Capacity of 1 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
-per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB
c. Capacity of 3 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
- per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB

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**SECTION 10 – RATE SCHEDULE (CONT'D.)**

10.2 DEDICATED ACCESS (Cont'd.)

DS-3 Packaging (Cont'd.)

A. High Capacity Services (Cont'd.)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Channel Termination (Per Termination)		
d. Capacity of 6 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
-per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB
e. Capacity of 12 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
-per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB

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**SECTION 10 – RATE SCHEDULE (CONT'D.)**

10.2 DEDICATED ACCESS (Cont'd.)

DS-3 Packaging (Cont'd.)

A. High Capacity Services (Cont'd.)

2. Channel Mileage

Monthly Rate

a. Channel Mileage Facility  
(Per Mile)

- 64 kbps	\$ ICB
- 1.544 Mbps	\$ ICB
- 44.736 Mbps	\$ ICB

b. Channel Mileage Termination  
(Per Termination)

- 64 kbps	\$ ICB
- 1.544 Mbps	\$ ICB
- 44.736 Mbps	\$ ICB

3. Term Discounts Percentages

DS1 and DS3 services

36 months	ICB %
60 months	ICB %

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ACCESS SERVICES

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**SECTION 10 – RATE SCHEDULE (CONT'D.)**

10.2 DEDICATED SERVICES (Cont'd.)

Multiplexing Services

Multiplexing, per arrangement	Monthly Rate
DS3 to DS1	
DS1 to Voice	\$ ICB
DS1 to DS0	\$ ICB
DS0 to Subrates	
- up to 20 2.4 kpbs services	\$ ICB
- up to 10 4.8 kpbs services	\$ ICB
- up to 5 9.6 kpbs services	\$ ICB

10.3 MISCELLANEOUS CHARGES

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By: Vice President, Tax  
1375 Peachtree Street, Level A  
Atlanta, Georgia 30309

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ACCESS SERVICES

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**SECTION 11 – NOTICES TO COMPANY**

**11.1 NOTICES**

Notices provided to the Company by the Customer shall be in writing and shall be (a) delivered personally, (b) delivered by nationally recognized express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by facsimile; provided that a confirmation copy is sent by the method described in (a), (b), or (c) of this Section 11.1, to the following addresses of the Company:

To:

Choice One Communications Inc. d/b/a EarthLink Business  
Attn: Director – Regulatory Compliance  
2610 Horizon Drive, Suite B  
Grand Rapids, Michigan 49546  
Facsimile: 616-988-0466

With a copy to:

Choice One Communications Inc. d/b/a EarthLink Business  
Attn: Vice President, Tax  
1375 Peachtree Street, Level A  
Atlanta, Georgia 30309

And to such other address as the Company shall designate by proper notice.

**Choice One Communications of Ohio Inc.  
d/b/a EarthLink Business**

**EXHIBIT C**

**DESCRIPTION OF CHANGES AND CUSTOMERS AFFECTED**

This filing is submitted as official notification that the Company is changing the name under which it provides telecommunications services within the state of Ohio from Choice One Communications of Ohio Inc. d/b/a One Communications to Choice One Communications of Ohio Inc. d/b/a EarthLink Business.

This change is transparent to the customer as it is simply the adoption of a new trade name and does not affect the rates, terms or conditions of service provided to the Customer. All customers were notified of the new trade name via a bill message.

**Choice One Communications of Ohio Inc.  
d/b/a EarthLink Business**

**EXHIBIT D**

CUSTOMER NOTICE

## **CUSTOMER NOTICE**

One Communications is now part of EarthLink Business, one of the nation's largest business-to-business providers of IP services, integrated communications and equipment solutions. To learn more, please visit [earthlinkbusiness.com](http://earthlinkbusiness.com) or contact Customer Care at 1-800-962-2488.





One Communications is an EarthLink Business company

## YOUR INVOICE IS GETTING A NEW LOGO

As previously communicated, One Communications is now a part of EarthLink Business. The process of changing the name under which we do business is expected to be completed within the next few months. Soon after, you will notice your invoice updated with an EarthLink Business logo identifying that One Communications is an EarthLink Business Company. Although our name has changed, we will continue to support your business with the products, competitive pricing and outstanding customer care to which you are accustomed.

**Questions?** Please contact your Account Manager or our Customer Care department at **1-800-962-2488**

**Choice One Communications of Ohio Inc.  
d/b/a EarthLink Business**

**EXHIBIT E**

**CERTIFICATE OF AUTHORITY  
TRADE NAME**

**\*201114400094\***

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/24/2011	201114400094	TRADE NAME/ORIGINAL FILING (RNO)	50.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

UNISEARCH, INC.  
4694 CEMETERY RD  
PMB 217  
HILLIARD, OH 43026

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jon Husted**

**2022737**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**EARTHLINK BUSINESS**

and, that said business records show the filing and recording of:

Document(s)

**TRADE NAME/ORIGINAL FILING**

Date of First Use: 04/01/2011  
Expiration Date: 05/20/2016

Document No(s):

**201114400094**

CHOICE ONE COMMUNICATIONS OF  
OHIO INC.  
5 WALL STREET  
BURLINGTON, MA 01803



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 20th day of May, A.D.  
2011.

*Jon Husted*

Ohio Secretary of State



Form 534A Prescribed by the:  
Ohio Secretary of State

Central Ohio: (614) 466-3910  
Toll Free: (877) SOS-FILE (767-3453)

www.sos.state.oh.us  
Busserv@sos.state.oh.us

Expedite this form: (select one)  
Mail form to one of the following:

☐ Expedite PO Box 1390  
Columbus, OH 43216

\*\*\* Requires an additional fee of \$100 \*\*\*

☐ Non Expedite PO Box 670  
Columbus, OH 43216

### NAME REGISTRATION Filing Fee \$50

(CHECK ONLY ONE (1) BOX)

<input checked="" type="checkbox"/> Trade Name (167-RNO)  Date of first use: <u>4/1/2011</u>	<input type="checkbox"/> Fictitious Name (169-NFO)
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Name being registered or reported: EarthLink Business  
Name of the Registrant: CHOICE ONE COMMUNICATIONS OF OHIO INC.

NOTE: If the registrant is a foreign corporation licensed in Ohio under an assumed name, provide the assumed name and the name as registered in its jurisdiction of formation.

The Registrant is a(n): (Check only one (1) box)

- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Unincorporated Association |
| <input type="checkbox"/> Partnership<br>Registration #, if any _____  | <input type="checkbox"/> Professional Association   |
| <input type="checkbox"/> Limited Partnership<br>Registration # _____<br>If foreign, Jurisdiction of Formation _____             | <input type="checkbox"/> Other                      |
| <input type="checkbox"/> Limited Liability Partnership<br>Registration # _____<br>If foreign, Jurisdiction of Formation _____   |   |
| <input type="checkbox"/> Limited Liability Company<br>Registration # _____<br>If foreign, Jurisdiction of Formation _____       |   |
| <input type="checkbox"/> Ohio Corporation<br>Charter # _____  |   |
| <input checked="" type="checkbox"/> Foreign Corporation<br>Ohio license # <u>1067528</u><br>Jurisdiction of Formation <u>DE</u> |   |

CLIENT SERVICE CENTER

2011 MAY 20 PM 3:27

SECRETARY OF STATE

**All registrants must complete the information in this section**

Business address:

5 Wall Street

Mailing Address

Burlington

MA

01803

City

State

Zip Code

The general nature of the business conducted by the registrant:

Telecommunications products and services

**Complete the information in this section if registrant is a partnership not registered in Ohio**

Provide the name and address of at least one general partner:

Name

Address

NOTE: Pursuant to OAG 89-081, if a general partner is a foreign corporation, it must be licensed to transact business in Ohio; if a general partner is a foreign corporation licensed in Ohio under an assumed name, please provide the assumed name and the name as registered in its jurisdiction of formation.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

**REQUIRED**

Must be authenticated  
(signed) by the registrant or  
an authorized  
representative



Tiffani Abbott

Print Name

04-27-2011

Date

Signature

Date

Print Name



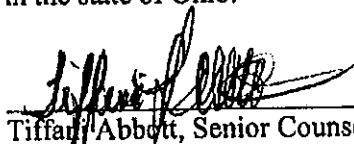
One Communications Corp.  
5 Wall Street  
Burlington, MA 01803  
781-362-5700

Ohio Secretary of State  
P.O. Box 788  
Columbus, OH 43216

Re: EarthLink Business

Dear Sir or Madam:

The undersigned, Tiffani Abbott <sup>Senior</sup>~~General~~ Counsel and Assistant Secretary of Choice One Communications of Ohio, Inc., CTC Communications Corp. and One Communications Corp. hereby consents to the use of the name EarthLink Business for use as a trade name in the state of Ohio.

  
Tiffani Abbott, Senior Counsel and Assistant Secretary

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

**Commission of Ohio Docketing Information System on**

**11/4/2011 1:15:14 PM**

**in**

**Case No(s). 11-5626-TP-ACN**

Summary: Application of Choice One Communications of Ohio Inc. d/b/a One Communications to Change Trade Name to EarthLink Business electronically filed by Ms. Suzanne Pagana on behalf of Choice One Communications of Ohio Inc.