

TITLE PAGE
OF
OHIO ACCESS SERVICES TARIFF
OF
ALEC, LLC

This tariff, filed with the Public Utility Commission of Ohio,
contains the rates, terms, and conditions applicable to
Access Services offered by ALEC, LLC
within the State of Ohio.

Copies may be inspected during normal business hours
at the Company's principal place of business at
250 W. Main Street, Suite 1920, Lexington, KY 40507.

CHECK SHEET

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below and shall appear in the right margin of the sheet.

- (C) To signify changed regulation.
- (D) To signify discontinued rate, regulation, or condition.
- (I) To signify increased rate.
- (M) To signify that material has been transferred from another sheet or place in the tariff.
- (N) To signify new rate, regulation, or condition.
- (R) To signify reduced rate.
- (T) To signify a change in text, but no change in rate or regulation.

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the P.U.C.O. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the P.U.C.O follows in its tariff approval process, the most current sheet number on file with the P.U.C.O is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the P.U.C.O, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the P.U.C.O.

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Access Service: The terminating access service provided under this Tariff, in which Company offers the termination of interexchange telecommunications traffic to Company's local exchange or exchange access subscribers, which may include VoIP service providers that undertake to deliver communications to their customers.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Commission: the Public Utilities Commission of Ohio.

Company: ALEC, LLC, the issuer of this tariff.

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

End User: Any individual, association, corporation, governmental agency, or any other carriers authorized to provide service in the state of Ohio, or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

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

SECTION 1 - DEFINITIONS (CONT'D)

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

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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

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

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

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

SECTION 1 - DEFINITIONS (CONT'D)

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

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

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Pre-subscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an access code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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

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

Service Commencement Date: The date upon which routing of Customer calls to the Company begins.

Service Order: The written request for Services executed by the Customer and the Company in a format devised by the Company, or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

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

SECTION 2 - UNDERTAKING OF THE COMPANY**2.1 Description of Service**

Company offers terminating access service, in which it offers the use of its facilities (which it may lease from other parties) for the transmission of communications from Customer to Company's local exchange or exchange access subscribers, which may include third party service providers that undertake to deliver communications to their customers.

2.2 Shortage of Equipment or Facilities

2.2.1 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, on a nondiscriminatory basis.

2.2.2 Service is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable 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.

2.3 Liability of the Company

2.3.1 Service is available on a best-efforts, as-is, as-available basis, and the liability of the Company for damages arising out of the furnishing of Service, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of the Service or arising out of the failure to furnish the Service, whether caused by acts or omissions, shall be limited to the amount that Customer paid to Company for the Service from which the claim arose. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or any user of Customer's services as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company, Company's employees or agents.

2.3.2 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 any governmental entity or its agent; acts or omissions of suppliers or other carriers; national emergencies, insurrections, riots, wars, cable cuts, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.3.3. No action or proceeding against the Company shall be commenced more than one year after the Service is rendered.

2.3.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the Company; due to the failure or malfunction of Customer provided equipment or facilities; or in connection with any service, facilities, or equipment provided by a third party.

SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**2.3 Liability of the Company (Cont'd)**

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

2.4 Special Construction**2.4.1 General**

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

- 2.4.1.1 where facilities are not presently available and there is no other requirement for the facilities so constructed;
- 2.4.1.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.4.1.3 where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.4.1.4 where facilities are requested in a quantity greater than that which the Company would normally construct;
- 2.4.1.5 where installation is on an expedited basis;
- 2.4.1.6 on a temporary basis until permanent facilities are available;
- 2.4.1.7 installation involving abnormal costs; or
- 2.4.1.8 in advance of its normal construction schedules.

2.4.2 Basis For Charges

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

- 2.4.2.1 nonrecurring type charges;
- 2.4.2.2 recurring type charges;

SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

2.4.2 Basis For Charges (Cont'd)

2.4.2.3 termination liabilities; or

2.4.2.4 combinations thereof.

2.4.3 Basis for Cost Computation

2.4.3.1 cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:

2.4.3.1.1 equipment and materials provided or used,

2.4.3.1.2 engineering, labor and supervision,

2.4.3.1.3 transportation, and

2.4.3.1.4 rights of way;

2.4.3.2 cost of maintenance;

2.4.3.3 depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

2.4.3.4 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

2.4.3.5 license preparation, processing and related fees;

2.4.3.6 tariff preparation, processing and related fees;

2.4.3.7 any other identifiable costs related to the facilities provided; or

2.4.3.8 an amount for return and contingencies.

2.4.4 Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

2.4.5 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 in which the termination liability will be based shall be the full term of the contract (the written agreement established under Section 2.4.4) between the Company and the Customer.

SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**2.4.5 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) Cost of removal and restoration, where appropriate; and
 - 4) Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculation of the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 2.4.4 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 2.4.4 preceding shall be adjusted to reflect the re-determined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
- D. Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**2.5 Ownership of Facilities**

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

2.6 Governmental Authorizations

The provision of Service 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. The 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. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Service into conformance with any rules, regulations, orders, decisions, or directives imposed by the Commission or other applicable authority, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

SECTION 3 - OBLIGATIONS OF THE CUSTOMER**3.1 General**

The Customer shall be responsible for the following:

- 3.1.1 Payment of all applicable charges pursuant to this tariff;
- 3.1.2 Damage to or loss of the Company's facilities or equipment caused by the Customer's or the users of its services' acts or omissions or noncompliance with Company's tariffs; or by fire or theft or other casualty on the Customer's or its users' assets or premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 3.1.3 Providing at no charge, as specified from time to time by the Company, any personnel, equipment space and power needed to operate the Company facilities and equipment installed on the premises of the Customer, and the level of heating, ventilation, air conditioning, and access necessary to maintain the proper operating environment for such facilities and equipment on such premises;
- 3.1.4 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment;
- 3.1.5 Identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) or condition prior to any construction or installation work;
- 3.1.6 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment or the rights-of-way for which Customer is responsible under this tariff; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer at any time, with reasonable notice for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service removing the facilities or equipment of the Company;
- 3.1.7 Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 3.1.8 Making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which time Service is interrupted for such purposes.

SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)**3.2 Resale and Sharing**

Service may be resold to or shared with other persons at the option of Customer, subject to the requirements of this Tariff. Customer remains solely responsible for all use of the Service ordered by it or billed to its telephone number(s) for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

3.3 Transfers and Assignments

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

3.4 Prohibited Uses

- 3.4.1 Service shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer.
- 3.4.2 The Company may require applicants for Service who intend to use the Service for resale and/or for shared use to provide a letter to the Company confirming that their use of the Service complies with this tariff, Commission regulations, policies, orders, and decisions, and any other relevant law.
- 3.4.3 The Company may, without the consent of Customers, assign any rights, privileges, or obligations under this tariff. Customers shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of the rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, or disposition without such consent shall be null and void.
- 3.4.4 The Company may require a Customer to immediately shut down its transmission of signals if that transmission is causing interference to others or otherwise degrading the Company's network or services being provided to other customers.
- 3.4.5 A Customer may not use the Service 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.
- 3.4.6 A Customer shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly provided with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)**3.5 Claims**

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

- 3.5.1 Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or its employees, agents, representatives, customers, or invitees.
- 3.5.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's Service and facilities in a manner not contemplated by the agreement between Customer and the Company.
- 3.5.3 Any claim of any nature whatsoever brought by a user of Customer's services with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this tariff.

3.6 Jurisdictional Reporting

Customer will determine the jurisdiction of domestic calls using the NPA-NXX or Country Code of the originating caller as received from Customer and the NPA-NXX or Country Code of the called party. Customer agrees not to directly, or cause indirectly using a third party, strip, change, or in any way manipulate the number of the calling party associated with each individual call, and to maintain call records showing the originating numbers for each call, to the extent those originating numbers are passed to Customer with the call. Any call for which Customer is unable to determine the jurisdiction may be billed based upon the percentage of interstate use ("PIU") provided by the Customer in the applicable Service Order. Customer certifies that any PIUs provided to Customer is and will be true and correct to the best of its knowledge and have been or will be determined in accordance with all applicable laws and regulations and the terms of this Service Schedule and the Agreement.

Effective on the first of January, April, July and October of each year, Customer may update the jurisdictional reports that require a projected PIU. 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 PIU showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except where jurisdiction can be determined from the recorded message detail, the revised PIU will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the revised PIU. If the Customer does not supply the PIU, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly PIU has never been received from the Customer, the Company will assume the percentage to be 50% interstate and 50% intrastate.

SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)**3.6 Jurisdictional Reporting (Cont'd)**

3.6.1 **Jurisdictional Reports Verification:** For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm. Unresolved disputes regarding the accuracy of a PIU are subject to the dispute resolution procedures set forth in Section 4.7.

3.6.2 Traffic Measurement and Identification

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

SECTION 4 - TERMS AND CONDITIONS**4.1 Payment for Service**

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

4.2 Orders for Service

Orders for Service are deemed made by the Customer, and initiation of the respective obligations of the parties as set forth in this tariff takes place, upon the routing of the Customer calls to and from the Company.

4.3 Billing and Collection of Charges

4.3.1 Charges are due and payable within 30 days after the date an invoice is transmitted to the Customer by the Company.

4.3.2 The Company will begin billing the Customer on the Service Commencement Date, and billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

4.3.3 If the Company receives any portion of the payment after the date due, or if the Company receives any portion of the payment in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment for regulated telecommunications services not received by the date due, net of taxes, not compounded, multiplied by a monthly late factor of 1.5%.

4.3.4 For any check the Company receives from the Customer that is returned to the Company due to insufficient funds, uncollected funds, or closed account, the Company will assess a \$35.00 fee on the Customer for each check returned.

4.3.5 Ordering, Rating and Billing of Service where more than one exchange carrier is involved will be handled as follows:

Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective tariff. Under a Meet Point Billing arrangement, the Company will bill for charges for traffic terminated or originated by the Company.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD). For terminating access services provided via joint arrangements with other local exchange carriers, Company provides the transport, common line, and switching components of the Service, or the functional equivalent thereof.

SECTION 4 - TERMS AND CONDITIONS (CONT'D)**4.4. Advance Payments**

- 4.4.1 To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.
- 4.4.2 A customer whose Service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due for regulated telecommunications services and may be required to pay reconnect charges.

4.5 Discontinuance of Service

- 4.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days prior written notice discontinue or suspend Service without incurring any liability.
- 4.5.2 Upon violation of any other material terms or conditions for furnishing service, the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability if such violation continues during that period.
- 4.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.
- 4.5.4 Upon any governmental prohibition or required alteration of the Service to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.

4.6 Taxes

The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those customers residing in the affected jurisdictions. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. The Customer shall be responsible for paying any such taxes that subsequently become applicable retroactively.

SECTION 4 - TERMS AND CONDITIONS (CONT'D)**4.7 Disputed Bills**

The Customer may dispute a bill only by written notice to the Company. Unless such notice is received within 60 days of the date Customer receives the bill, the bill statement shall be deemed to be correct and payable in full by Customer. When Customer makes a timely written dispute, Company will make such investigation as is required by the particular case and shall report the results of its investigation to Customer. If the Customer and the Company is unable to resolve the dispute to their mutual satisfaction, either party may file a complaint with the Commission in accordance with the Commission's rules of procedures.

4.8 Notices

All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

4.9 Governing Law

This tariff shall be interpreted and governed under the laws of the State of Ohio.

4.10 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

SECTION 5 - CUSTOMER EQUIPMENT AND CHANNELS**5.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's Service is designed primarily for the transmission of voice-grade telephonic signals. A Customer may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in this tariff, the Company does not guarantee that the Service will be suitable for purposes other than voice-grade telephonic communication.

5.2 Tests and Adjustments

The Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition.

5.3 Inspections

5.3.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that Customers are complying with the requirements of this tariff.

5.3.2 The Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving the notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do so, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

SECTION 6 – RATES**6.1 Terminating Access Service**

Company mirrors the switched access rates set forth in its FCC Tariff No. 1 as it may be subsequently revised, added to or supplemented. These charges may include:

6.1.1 Non-Recurring Charges: One-time charges that apply for a specific work activity.

6.1.2 Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.

6.1.3 Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

6.2 Optional Features

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

SECTION 6 – RATES (CONT'D)**6.4 IntraLATA PIC Change Charge**

IntraLATA Presubscription Change Charge, per line:

Manual PIC Change: \$5.50

Electronic PIC Change: \$1.25

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

6.5 Unauthorized PIC Change

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

The billed party will be reassigned to their previously selected carrier. No charge will apply to the billed party for this reassignment.

Unauthorized PIC Change \$18.00

6.6 Expedited PIC Switchback Service

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

If the change has occurred within the past 90 days, the end user or its authorized agent will be credited the PIC change charge assessed for the disputed change in PIC, and will be immediately switched back to the former PIC at no charge to the end user. The PIC Switchback Charge will apply to the carrier that requested the PIC Switchback to expedite the switchback to the end user's or its authorized agent's former PIC.

Expedited PIC Switchback \$10.00

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