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November 30, 2012

Via Efile

Docketing Division
Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, OH 43215-3750

Re: PUCO Case No. 12-2209-TP-ATC

Teleport Communications America, LLC (Teleport) is filing this supplement to submit its final tariffs in the above mentioned case. Case No. 12-2209-TP-ATC transferred the Certificate of TCG Ohio to Teleport Communications America, LLC.

The tariffs Teleport is filing today will become effective January 1, 2013. As discussed in Exhibit C of 12-2209-TP-ATC TCG is transferring all of its assets to Teleport on December 31, 2012 and will commence providing service on January 1, 2013.

All services provided by TCG will be provided by Teleport as of January 1, 2013. The TCG tariffs should be removed and deleted from your files and website and replaced with the tariffs Teleport is filing today effective January 1, 2013.

**AT&T Comm. PUCO #7 (Access) is replaced by
Teleport PUCO #1 (Access)**

**AT&T Comm. PUCO #8 (Local Exchange Services) is replaced by
Teleport PUCO #2 (Local Exchange Services)**

The tariffs filed today are exactly the same as the TCG tariffs currently on file with the following exceptions.

Teleport PUCO No. 1 Access –

Title Page adds Ashtabula, Knox, Logan, Putnam counties as statewide authority is now automatic
Section 2 Sheets 28.1-28.7 were renumbered 29-35
Section 4 Sheets 7-8 were blank and eliminated
Current Rates Section name was changed to Price List

Teleport PUCO No. 2 Local Exchange Services –

Section 1 Sheet 2 was blank and eliminated
Section 2 Sheet 2 section numbering was changed and subsection names were added – all language remains the same
Section 2 Sheet 37 was blank and eliminated
Section 6 Sheets 5-13 were blank and eliminated
Section 7 Sheets 6-7 and 9-32 were blank and eliminated
Section 10 Sheets 2-6 were blank and eliminated
Price List Sheet 7 was blank and eliminated



The name TCG Ohio is changed to Teleport Communications America, LLC

The Teleport tariffs can be accessed on AT&T's website at <http://www.att.com/gen/public-affairs?pid=13529#tab2> on January 1, 2013.

Please do not hesitate to call me if you have any questions or need clarification.

Sincerely,

Candice Glover

Attachments

ISSUED: NOVEMBER 30, 2012
EFFECTIVE: JANUARY 1, 2013
CAROL PAULSEN, DIRECTOR
208 S AKARD ST., DALLAS, TX, 75202

TITLE PAGE

SCHEDULE

FOR

TELEPORT COMMUNICATIONS AMERICA, LLC.

ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES

INCLUDING

REGULATIONS

AND

SCHEDULES OF RATES

APPLYING IN THE STATE OF OHIO

Applying to the Intrastate Regulated Services in the Following Counties:

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Geauga, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood and Wyandot Service Areas Within the State of Ohio.

Effective January 1, 2013, the Teleport Communications America, LLC., Access Services and Network Interconnection Services Tariff hereby supersedes and replaces TCG Ohio Access Services and Network Interconnection Services Tariff in its entirety.

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PREFACE

EXPLANATION OF SYMBOLS - Coding of Tariff Revisions

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify rate increase.
- M To signify material moved from or to another part of the Tariff with no change, unless there is another symbol present.
- N To signify new rate or regulation.
- R To signify rate reduction.
- T To signify a change in text but no change in rate or regulation.

Other marginal codes are used to direct the Tariff reader to a footnote for specific information. These codes may appear beside the page revision number in the page header or in the right margin opposite specific text.

TRADEMARKS AND SERVICE MARKS

The following marks, to the extent, if any, used throughout this Tariff, are trademarks or service marks of the Company.

Trademarks

NONE

Service Marks

NONE

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PREFACE

TECHNICAL PUBLICATION INFORMATION

The issue and availability dates of the Technical Publications referenced in this Tariff are as follows:

| <u>Publication Number</u> | <u>Issue Date</u> | <u>Date Available to Public</u> |
|---------------------------|-------------------|---------------------------------|
| AS No. 1, Issue II | May 1984 | May 1984 |
| GR-334-CORE | June 1994 | June 1994 |

Publication AS No. 1, Issue II may be obtained from the National Exchange Carrier Association, Inc., Director, Tariff and Regulatory Matters, 100 So. Jefferson Road, Whippany, NJ 07981. Publication GR-334-CORE may be obtained from Bell Core, 8 Corporate Place, Piscataway, NJ 08854, and the FCC's commercial contractor.

CONCURRING CARRIERS, CONNECTING CARRIERS and OTHER PARTICIPATING CARRIERS

There are no Concurring, Connecting or Other Participating Carriers.

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PREFACE

EXPLANATION OF ABBREVIATIONS

| | |
|------------------|---|
| BNA | Billing Name and Address |
| BP | Billing Percentage |
| CLEC | Competitive Local Exchange Carrier |
| CLLI | Common Language Location Identifier |
| CO | Central Office |
| FCC or F.C.C. | Federal Communications Commission |
| ICB | Individual Case Basis |
| ILNP | Interim Local Number Portability |
| IXC | Interexchange Carrier or Interexchange Common Carrier |
| LATA | Local Access and Transport Area |
| Mbps | Megabits per second |
| MECAB | Multiple Exchange Carrier Access Billing |
| MECOD | Multiple Exchange Carrier Ordering and Design |
| NIS | Network Interconnection Services |
| NPA | Numbering Plan Area |
| NXX | Three Digit Central Office Prefix |
| PIU | Percent of Interstate Use |
| PLSU | Percent Local Signaling Use |
| PLU | Percent Local Usage |
| POI | Point of Interconnection |
| POT | Point of Termination |
| SS7 | Signaling System 7 |
| STP | Signal Transfer Point |
| SWC | Serving Wire Center |
| U.S. | United States |
| USOC | Uniform Service Order Code |
| V&H | Vertical and Horizontal |

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PREFACE

HOW TO USE THIS TARIFF

Tariff Format

A. Page Numbering -

Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially within each section. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added in Section 2 between pages 6 and 7 would be 6.1.

B. Page Original Numbers -

Original numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the A.C.C. For example, the 4th revised page 4 cancels the 3rd revised page 4. Because of deferrals, notice periods, etc., the most current page revision number on file with the Commission is not always the Tariff Page in effect. Consult supplements for the Page currently in effect.

C. Section Numbering Sequence -

There are nine levels of alpha-numeric coding used in this tariff. Each level is subservient to its next higher level. The following is an example of the numbering sequence used.

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. References To Other Tariffs -

Whenever reference is made to other tariffs, the reference is to the tariffs in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

E. Supplements -

A supplement can be used to list a group of tariff pages that are being deferred, suspended or advanced. A supplement contains a brief explanation of the circumstances and a list of the pages involved. It also informs the user of the disposition of these pages. When a supplement is no longer in effect, it is deleted from the subsequent check sheet. A supplement can also be used to cancel a complete tariff.

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PREFACE

DEFINITIONS

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes Customer usage, in minutes of use, of Access Service in the provision of intrastate service. Unless otherwise provided in this Tariff, on the originating end of an intrastate Call, usage is measured from the time the originating End User's Call is delivered by the Company to and acknowledged as received by the Customer's facilities connected with the originating exchange, and on the terminating end of an intrastate Call, usage is measured from the time the Call is received by the End User in the terminating exchange. Unless otherwise provided in this Tariff, timing of usage at both originating and terminating ends of an intrastate Call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Service

The term "Access Service" denotes the use of the network or facilities of the Company to enable a Customer to terminate a Call. Notwithstanding the foregoing, Access Service does not include any service that constitutes Network Interconnection Service.

Access Tandem

The term "Access Tandem" denotes a switching system which provides a concentration and distribution function for terminating traffic between the Customer Premises and End Offices that are served by such Access Tandem.

ACNA

Access Customers Name Abbreviation

Affiliate

The term "Affiliate" denotes a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of 50 percent or more.

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PREFACE

DEFINITIONS (continued)

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on Company policy, union contract and location.

Call

The term "Call" denotes an End User or Customer attempt for which complete address information (e.g., 7 or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

The term Carrier or Common Carrier denotes a Local Exchange Carrier or Interexchange Carrier.

Central Office

See End Office.

Central Office Prefix

The term Central Office Prefix denotes the first three digits (NXX) of the seven digit telephone number assigned to an End User's Local Exchange Service.

Channelize

The term Channelize denotes the process of multiplexing/demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

Communications System

The term Communications System denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

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PREFACE

DEFINITIONS (continued)

Company

The term Company denotes Teleport Communications America, LLC., which is the issuer of this Tariff.

Customer(s)

The term Customer(s) denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this Tariff.

Customer Premises

The term Customer Premises denotes the premises designated or used by the Customer for the provision of Access Service.

Dial Around Service

Dial Around Service allows an End User to reach a non-presubscribed Interexchange Carrier via dialing 10XXX or 101XXXX.

DS1 Facility

The term DS1 Facility denotes a facility that is capable of transmitting electrical signals at a nominal rate of 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

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PREFACE

DEFINITIONS (continued)

DS3 Facility

The term DS3 Facility denotes a facility that is capable of transmitting electrical or optical signals at a nominal rate of 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

End Office

The term "End Office" denotes a Company switching system where Local Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

End User

The term End User means any customer of an intrastate telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an End User when such carrier uses a telecommunications service for administrative purposes, and 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.

Exchange

The term Exchange denotes a unit established by a Local Exchange Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs and approved by the Public Utilities Commission of Ohio. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of the Company's exchange area to include nearby exchanges.

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PREFACE

DEFINITIONS (continued)

First Point of Switching

The term First Point of Switching denotes 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.

Immediately Available funds in U.S. dollars

The term Immediately Available funds in U.S. dollars denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Incumbent Local Exchange Carrier (ILEC)

The term Incumbent Local Exchange Carrier shall mean any Carrier that constitutes an incumbent local exchange carrier pursuant to Section 251(h)(1) of the Communications Act of 1934 or that is treated as an incumbent local exchange carrier pursuant to Section 251(h)(2) of the Communications Act of 1934.

Individual Case Basis (ICB)

The term Individual Case Basis denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this Tariff are developed based on the circumstances in each case.

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PREFACE

DEFINITIONS (continued)

Interexchange Carrier (IXC) or Interexchange Common Carrier

The terms Interexchange Carrier (IXC) or Interexchange Common Carrier denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged for hire in intrastate communication by fiber optics, wire or radio or any suitable technology or combination of technologies, between two or more exchanges.

Intermediate Carrier

The term Intermediate Carrier denotes another carrier with which the Company has made an arrangement under which the carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the carrier's Tariff, as if all such services had been provided by the carrier.

Interstate Communications

The term Interstate Communications denotes both interstate and foreign communications.

Intrastate Communications

The term Intrastate Communications denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Legal Holiday

The term Legal Holiday denotes a day other than a Saturday or Sunday for which the Company is normally closed.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

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PREFACE

DEFINITIONS (continued)

Local Exchange Carrier

The term Local Exchange Carrier denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged for hire in providing Local Exchange Service.

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a Major Fraction Thereof would be any period of time in excess of 12 hours exactly.

North American Numbering Plan

The term North American Numbering Plan denotes a three-digit area code (Numbering Plan Area - NPA) and a seven-digit telephone number made up of a three-digit Central Office prefix plus a four-digit station number.

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PREFACE

DEFINITIONS (continued)

Off-hook

The term Off-hook denotes the active condition of a Local Exchange Service line.

On-hook

The term On-hook denotes the idle condition of a Local Exchange Service line.

Originating Direction

The term Originating Direction denotes the use of a service for the completion of calls from an End User Premises to a Customer Premises or Point of Interconnection.

Percent of Interstate Use (PIU)

The term Percent of Interstate Use (PIU) denotes the percent of interstate usage on lines or trunks carrying interstate and intrastate calls.

Point of Interconnection (POI)

The term Point of Interconnection (POI) denotes a place where the Company's and a Customer's networks physically connect for the purpose of exchanging traffic originated by or terminating to End Users.

Point of Termination (POT)

Any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location at a Customer Premises. Such wiring or cable will be installed by the Company.

Serving Wire Center

The term Serving Wire Center denotes the wire center from which the Customer Premises would normally obtain dial tone from a telephone company providing access service to such premises.

Signaling System 7 (SS7)

The term Signaling System 7 (SS7) denotes 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).

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PREFACE

DEFINITIONS (continued)

Terminating Direction

The term Terminating Direction denotes the use of a service for the completion of calls from a Customer Premises or Point of Interconnection to an End User Premises.

Transmission Path

The Transmission Path denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

Trunk

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

Trunk Group

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

V and H Coordinates Method

The term V and H Coordinates Method denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Wire Center

The term Wire Center denotes a building in which one or more central offices, or access tandems are located.

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1. APPLICATION OF TARIFF

1.1. APPLICATION

1.1.1. General

This Tariff contains regulations, rates and charges applicable to the provision of intrastate Access Services provided to Customers by Teleport Communications America, LLC., hereinafter referred to as the Company.

The provision of such services by the Company as set forth in this Tariff/Service Guide does not constitute a joint undertaking with the Customer for the furnishing of any service.

Each service is offered independent of the others unless otherwise noted. Service is offered via the Company's facilities or in combination with resold exchange services, intraLATA services or transmission facilities provided by other certificated carriers.

When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company or are used by another company as a part of the regulated or unregulated services offered by that Company, the regulations of the Company apply only to the use of the Company's services and facilities.

Unless the service description expressly provides otherwise, the services in this Tariff are only available to Carriers.

The locations served by the Company and the services available are as set forth in Section 2.8 and Section 3.

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1. DEFINITION OF TERMS

1.1 Definition of Terms

Network Control Signaling: The transmission signals used in the telecommunications network which performs functions such as supervision (control, status and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications network.

Network Control Signaling Unit: The terminal equipment furnished the customer for the provision of network control signaling.

Node: Any Company or Customer location that is capable of performing Add/Drop Multiplexing.

Signaling Point: The term "Signaling Point" denotes a switch that is capable of supporting SS7 signaling.

Signaling Point of Interconnection: The term "Signaling Point of Interconnection" denotes the customer designated location, in the same LATA as the Company STP, where SS7 signaling information is exchanged between the Company and the customer.

Signaling Transfer Point: The term "Signaling Transfer Point" denotes a signaling point which routes and/or transfers signaling messages through the common channel signaling network.

Standard Network Interface: The point where Company network services or facilities terminate and the Company's responsibility for installing and maintaining such services or facilities ends.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Scope

- A. The Company does not undertake to transmit messages under this Tariff.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Tariff.
- E. The Company does not warrant that its facilities and services meet standards other than those set forth in this Tariff.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.2 Limitations

Services offered herein are offered by the Company only under the terms of this Tariff. Therefore, any purchase by the Customer of a Service or Services offered by the Company pursuant to this tariff shall be regarded as consent by the Customer to be held accountable for the obligations directed to a Customer under this tariff. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in the service guide of the Company, a month is considered to have 30 days.

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the service guide of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company. Irrespective of whether or not a Customer signs a written service order or any other documents requested by the Company, the Customer nonetheless remains financially responsible for any Service or Services purchased under this service guide.

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order, this service guide and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

In any action between the parties to enforce any provision of this service guide or the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

The Tariff of the Company shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.2 Limitations

A. Assignment or Transfer of Services

The Customer may assign or transfer the use of services provided under this Tariff only where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to:

1. another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
2. a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from receipt of written notification.

All regulations and conditions contained in this Tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.2 Limitations (continued)

B. Use and Restoration of Services

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

C. Reserved For Future Use

D. Resale and Sharing

Any service provided under the Company tariffs or Service Guides may be resold to or shared with other persons at the option of Customer, except as provided in Section 2.1.2.A.. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs or Service Guides of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Customers are responsible for obtaining all required authorization to provide telecommunications services on a resale or shared basis.

E. Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs or Service Guides. From each joint use arrangement, one member will be designated to the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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2. GENERAL REGULATIONS

2.1 UNDETAKEING OF THE COMPANY (continued)

2.1.3 Liability

A. Limits of Liability

The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

B. Acts or Omissions

The Company shall not be liable for any act or omission of any other Carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other Carrier or Customer providing a portion of a service.

C. Damages to Customer or End User Premises

The Company is not liable for damages to the Customer Premises or any End User Premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

D. Explosive Atmospheres

The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to such Customer's use of services so provided.

E. No License Granted

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this Tariff and will indemnify such Customer for any damages awarded based solely on such claims.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.3 Liability (continued)

F. Circumstances Beyond the Company's Control

The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, acts or omissions of sub-contractors or suppliers, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

G. Commission Determination

The above language (and any and all language which appears in this Tariff addressing liability of the Company or its Customers) does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and any direct, indirect and consequential damage claims.

H. Force Majeure

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 REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.4 Provision of Services

The Company will provide to the Customer, at the Customer's request upon reasonable notice, services offered in this Tariff. Services will be made available to the extent that such services are or can be made available with reasonable effort, and the Company determines in its discretion that sufficient capacity and facilities are available to allow for the provision of such services.

2.1.5 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or Service Guides of the other communications carriers which are applicable to such connections.

Facilities furnished under the tariffs or Service Guides of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the tariffs or Service Guides of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.1.6 Reserved for Future Use

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any Company facilities used in providing service under this Tariff. Such actions may include, without limitation:

- substitution of fiber or optical facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedures of the Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range set forth in applicable sections of this Tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.8 Refusal and Discontinuance of Service

A. If a Customer fails to comply with 2.3.1, 2.3.4, 2.3.5, 2.4 or 2.5 following, including any Customer's failure to make payments on the date and times therein specified, the Company may, on thirty (30) days written notice to the Customer, take the following actions:

- refuse additional applications for service from the Customer and/or;
- refuse to complete any pending service orders from the Customer, and/or;
- discontinue the provision of service to the Customer.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

B. If a Customer or Customer's End User fails to comply with 2.2.2 following, the Company may, on its own initiative or upon written request from a Customer, an End User or another Carrier, terminate service to any Customer or End User identified as having utilized service provided under this **Tariff** in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Company as provided for in its local exchange service tariffs or Service Guides.

In such instances when termination occurs pursuant to a request, the Company shall be indemnified, defended and held harmless by any Customer, End User or other Carrier requesting termination of service against any suit, claim, loss or damage, including punitive damages, attorney fees and court costs, arising from the Company's actions in terminating such service, unless caused by the Company's sole negligence.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.8 Refusal and Discontinuance of Service (Continued)

- C. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the Customer fails to comply with 2.2.1 following, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.
- D. If the Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying Customer without further notice.
- E. The Company may immediately, and without notice, discontinue the furnishing of any and/or all services to the Customer if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, other customers, facilities or services. The Company may discontinue service under this Section 2.1.8.E, if the Company determines that a Customer is using, or attempting to use, the services with the intent to avoid the payment, either in whole or in part, of any of the Company's tariffed charges by:
- Using or attempting to use service by rearranging, tampering with, or making connections not authorized by this Tariff to the Company's service, or
 - Using fraudulent means or devices, tricks, false or invalid numbers, false credit devices, or electronic devices, whether directed at the Company or others, or
 - Using any fraudulent means or devices.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.9 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removal or rearrangements,
- routine preventative maintenance, and
- major switching machine change-out

Generally, such activities are not individual Customer service specific, but may affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements.

2.1.10 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.11 Provision and Ownership of Telephone Numbers

The Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with services provided under this Tariff, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary for the Company to make a change in such number(s), the Company will furnish to the Customer six (6) months notice, by Certified U.S. Mail of the effective date and an explanation of the reason(s) for such change(s).

2.1.12 Network Management

The Company will administer its network to insure the provision of 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 network. The Company maintains the right to apply protective controls over any traffic carried over its network, including that associated with Access Services. Generally, protective measures (such as those actions which selectively cancel the completion of traffic) 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.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.13 Shortage of Equipment or Facilities

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 non-discriminatory basis.

The furnishing of service under the tariffs or Service Guides of the Company 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.

2.1.14 Governmental Authorizations

The provision of services 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 Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, 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.

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2. GENERAL REGULATIONS

2.2 USE

2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this Tariff shall not:

- interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or to the public.

2.2.2 Unlawful and Abusive Use

The service provided under this Tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- The use of the service in such a manner as to interfere with the use of the service by one or more other Customers or End Users.

If a Customer (or any reseller or intermediary in the sales chain between the Customer and an End User) fails to comply with Section 2.2.3., following, the Company may, on written notification to the Customer, immediately deny requests for additional service and/or restrict service to the non-complying Customer. If the non-compliance is not cured to the Company's reasonable satisfaction within thirty (30) days after the date of notification, the Company may discontinue the service upon five (5) days prior written notice to the Customer (such cure may require, among other things, corrective communications with end users, in addition to cessation of the non-complying use of the Company's Marks). The Company may pursue any other available remedies with respect to the conduct that constitutes the non-compliance.

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2. GENERAL REGULATIONS

2.2. USE (continued)

2.2.3 Use of Company's Marks

- A. use of Company's Marks in comparative advertising solely to identify the Company as a competitor, or to identify Company's competing services, provided such use is not made in a factually incorrect or misleading context or in a manner that is likely to cause confusion or mistake, or to deceive or to identify the Company as an underlying provider of the reseller's service;
- B. use of Company's Marks pursuant to the terms of a separate written brand licensing agreement;
- C. use of Company's name to the extent it is specifically required by statute, regulation or other government requirement to do so, and;
- D. indicate, in response to an unsolicited inquiry from an End User (including a prospective End User), that it uses the Company as its underlying carrier, provided the reseller also:
 - 1. advises the End User that a portion of its service will be provided using reseller's own switching or transmission facilities (if applicable);
 - 2. identifies any other long distance providers the reseller uses in providing service to the End User;
 - 3. advises the End User it will not be the Company's Customer for the resold service, and;
 - 4. does not emphasize the Company's name more than either its own name or that of any other long distance provider the reseller uses.

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2. GENERAL REGULATIONS

2.2. USE (continued)

2.2.4 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service:
 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 3. Toll Free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 Damages

The Customer shall reimburse the Company for damages to Company facilities or the facilities of any third party utilized to provide services under this Tariff caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of such facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.3.2 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. The equipment shall be returned in as good condition, as reasonable wear will permit.

2.3.3 Equipment Space and Power

The Customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at non-Company locations where such services terminate. The selection of ac or dc power shall be mutually agreed to by the Customer and the Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company facilities used to provide services.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.3 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to the tariffs or Service Guides of the Company;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. 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 termination point where service is finally delivered 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. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions 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, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.3 The Customer shall be responsible for:

- E. 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. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under Section 2.3.3(D) preceding, granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. 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 service is interrupted for such purposes.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.4 Availability for Testing

Access to facilities used to provide services under this Tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.5.C.4. following, no credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Design of Customer Services

Subject to the provisions of 2.1.7. preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement 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 Company's facilities.

Customer services must be designed and maintained, and sufficient services ordered from the Company, so that the following grades of service are maintained on the Customer's Access Service:

- For traffic routed via Access Tandems: P.005
- For traffic routed directly to End Offices: P.01

2.3.6 References to the Company

The Customer may advise End Users that certain services are provided by the Company in connection with the service the Customer furnishes to End Users; however, the Customer shall not represent that the Company jointly participates in the Customer's services.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.7 Indemnification of the Company

A. By the Customer

1. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the Customer.
2. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this Tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the Customer, its officers, agents or employees.
3. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this Tariff.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.7 Indemnification of the Company

B. By the End User

1. With respect to claims of patent infringement made by third persons, the End User shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the End User.
2. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the End User's circuits, facilities, or equipment connected to the Company's services provided under this Tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the End User's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the End User to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the End User, its officers, agents or employees.
3. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the End User or third parties arising out of any act or omission of the End User in the course of using services provided under this Tariff.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.8 Coordination with Respect to Network Contingencies

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 services.

2.3.9 Jurisdictional Report Requirements

A. General

The Company cannot in all cases determine the jurisdictional nature of Customer traffic and its related minutes of use. In such cases the Customer shall be requested to provide a projected estimate of its split between the intrastate and interstate jurisdictions. The following regulations govern such estimates and their reporting by the Customer.

Pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.9 Jurisdictional Report Requirements (Continued)

A. General (Continued)

1. Jurisdictional Reports

When the Company is unable to determine the jurisdictional nature of the Customer's traffic, the Customer shall report the Percent of Interstate Use (PIU) by LATA and such report will be used for billing purposes.

Effective on the first of January, April, July and October of each year the Customer shall update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) days after the first of each such month, a revised report showing the intrastate and interstate percent of use for the past 12 months ending the last day of December, March, June and September, respectively for each LATA. The revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the revised report.

If the Customer does not supply the jurisdictional reports, the Company may deem the Customer to have reported percentages that are 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 may deem the Customer to have reported percentages that are the same as those provided in the order for service. Absent percentages supplied (or deemed by the Company to have been supplied) by the Customer, the Company will, only for that portion of the Customer's usage for which the Company is unable to determine the appropriate jurisdiction, bill the Customer's usage at the jurisdictional rate which produces the highest charge. This default billing procedure will remain in effect until the Customer: provides call detail information to the Company pursuant to 2.3.11 following (if the provision of such information would permit the Company to determine jurisdiction), supplies the necessary jurisdictional percentages, or agrees with the Company on an alternate default billing procedure.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.9 Jurisdictional Report Requirements (Continued)

B. Jurisdictional Audits

The Customer shall keep sufficient detail from which the percentages of use reported to the Company (or deemed by the Company to have been reported) can be verified and upon request of the Company make such records available for inspection and audit. The Customer shall supply the required data to the Company within 30 calendar days of the Company request. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year.

In the event that an inspection or audit reveals that any Customer reported percentages of use were incorrect, the Company shall apply the inspection or audit result to all usage affected by the inspection or audit. The Customer shall be back billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty as set forth in 2.4.2.C. following.

Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of charges to the Company of five (5) percent or more of the total Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be bills, in reasonable detail, submitted to the Company by the auditor.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate and Interstate Usage

A. Usage Sensitive Rate Elements

When the Customer's usage has mixed intrastate and interstate traffic, for that portion of the usage for which the Company is unable to determine the appropriate jurisdiction, the usage charges will be prorated between the intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9 preceding, will serve as the basis for prorating the charges.

B. Monthly and Nonrecurring Chargeable Rate Elements

When the jurisdiction of the rate element can be determined by the Company the charges applicable to the appropriate jurisdiction will be applied. Rate elements for which the Company cannot determine the appropriate jurisdiction will be prorated between intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9 preceding, will serve as the basis for prorating the charges.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.11 SS7 Signaling; Call Detail Information

A. SS7 Signaling

The Customer will use SS7 signaling to set up Calls pursuant to this Tariff. The Customer shall provide Calling Party Number (CPN) within the SS7 signaling message, if available. If it is technically infeasible for the Customer to use SS7, multi-frequency (MF) signaling shall be used by the Customer. The Customer may elect to arrange for signaling connectivity through a third party provider which is connected to the Company's SS7 network.

B. Call Detail Information

To the extent not provided pursuant to A. preceding, the Customer shall, to the extent technically feasible and consistent with industry standards, cause to be transmitted to the Company with each Call information sufficient to identify the originating and terminating telephone numbers for such Call and each Carrier (including the Customer) with respect to such Call.

2.3.12 Supervisory Signaling

The Customer's facilities connected to Access Service shall provide the necessary On-hook, Off-hook, answer and disconnect supervision.

2.3.13 Reserved for Future Use.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.14 Sales, Use and Other Taxes/Charges

The Customer is responsible for the payment of its portion of any sales, use, gross receipts, excise, franchise, access or other local, state and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services.

If the Company becomes liable for any sales, use, gross receipts, excise, franchise, access or other local, state or federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, which are imposed on or based upon the provision, sale or use of services, and which are in addition to such taxes, charges or surcharges already specified in this Tariff, in such event the Customer shall be responsible for payment of such taxes, charges or surcharges from the date that the Company first became liable for same.

In the event of any dispute over the lawfulness of any tax, charge or surcharge, the Company may elect to impose such tax, charge or surcharge during such dispute, unless otherwise ordered by a court or other lawful authority with jurisdiction. The Company shall credit or refund any funds thus collected, if ordered to do so by such court or other lawful authority if such funds were retained by the Company, or were returned to the Company by the taxing jurisdiction which imposed such tax charge or surcharge.

2.3.15 Settlements Through Other Carriers

Where traffic is transmitted through the facilities of another Carrier, including the Incumbent Local Exchange Carrier, the Company and the Customer may permit such other Carrier to act on their behalf for billing and settlements relating to such traffic.

In such situations, the Company makes arrangements with another carrier (an Intermediate Carrier) under which the Intermediate Carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the Intermediate Carrier's tariff as if all such services had been provided by the Intermediate Carrier. Where such arrangements are in effect, the terms and conditions governing payment (including applicable rates and charges) for services shall be governed by the applicable tariff of the Intermediate Carrier (based on the arrangement in effect between the Intermediate Carrier and the Customer), rather than this Tariff.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (continued)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic

A. Scope

This section only applies to toll VoIP-PSTN traffic exchanged between the Company and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. Toll VoIP-PSTN traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment.

1. This section governs the identification of originating and terminating intrastate toll VoIP-PSTN traffic and facilities to which interstate switched access rates apply (unless the parties have agreed otherwise) in accordance with the transitional Intercarrier Compensation framework for toll VoIP-PSTN traffic adopted by the Federal Communications Commission in its Report and Order, FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method that will be used to identify the percentage of the customer's intrastate access traffic, that will be treated as intrastate toll VoIP-PSTN traffic (referred to in this tariff as "Relevant toll VoIP-PSTN Traffic"),
2. This section applies to originating and terminating intrastate switched access minutes of use ("MOU") and facility rate elements of all Access customers.
3. The customer shall not modify its reported PIU factor to account for the toll VoIP-PSTN Traffic for MOU and facility rate elements.

B. Rating of Toll VoIP-PSTN Traffic

The Relevant Toll VoIP-PSTN Traffic terminating from the customer to the Company and facility rate elements identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed terminating interstate switched access rates as specified at <http://serviceguide.att.com/ABS/ext/TariffDetails.cfm> in the Teleport Communications Group Operating Companies' F.C.C. No. 2, Sections 5.4 and 5.53, unless the corresponding intrastate rate is lower. If the intrastate rate is lower, then the intrastate rate will be applied to the relevant VoIP-PSTN traffic for billing. Relevant VoIP-PSTN Traffic originating from the Company or another provider to the customer will be rated using Intrastate rates and rate structure until June 30, 2014.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

C. Calculation and Application of Percent-VoIP-Usage Factors

The Company will determine the number of Relevant Toll VoIP-PSTN Traffic terminating MOU and facility rate elements to which VOIP rates will be applied under subsection (B) above, by applying the Percent VoIP Usage ("PVU") factor to the intrastate access terminating MOU exchanged and facilities between the Company and the customer. The PVU factors will be derived and applied as follows:

1. The customer will calculate and furnish to the Company a factor (the "PVUC") on an ACNA basis which would aggregate traffic from Carrier Identification Code(s) ("CIC") or Operating Company Numbers ("OCNs") associated with the ACNA. This PVUC represents the percentage (whole number) of the total terminating intrastate access MOU that the customer exchanges with the Company end users in the State, that is received from the Company and terminated in IP format at the end user. This PVUC shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. The Company will calculate and periodically update a factor (the "PVUT") representing the percentage (whole number) of the total intrastate access MOU that the Company exchanges with the customer end users in the State, that is received from the Customer and terminated in IP format at the end user. This PVUT shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

C. Calculation and Application of Percent-VoIP-Usage Factors
(Continued)

3. The Company will develop a Customer Percent VoIP Usage ("PVU") factors combining the Customer's PVUC factor with the Company's PVUT factor.

a. The PVU calculation below is applied when the Company does not bill based on actual call detail records for the intrastate Company's IP traffic at relevant VOIP rates.

PVU = PVUC + [PVUT x (1-PVUC)] is applied to the traffic exchanged between the Company and customers end user's total intrastate MOU and facility rate elements

Example: The customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following:

$$PVU = 40\% \text{ plus } (10\% \text{ times } (1-40\%)) = 46\%$$

This means that 46% of the terminating Intrastate MOU exchanged between the customer and the Company's end users will be rated at VOIP rates.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

3. (Continued)

- b. The PVU calculation below is applied when the Company bills are based on the actual call detail records for the intrastate Company's IP traffic at VOIP rates.

The formula for usage will be as follows:

$PVU = PVUC \times (1 - PVUT)$ applied to the traffic exchanged between the customer and the Company's TDM end user's total terminating intrastate MOU.

$PVU = PVUC + [PVUT \times (1 - PVUC)]$ is applied to the facility rate elements

Example: The Company has identified that there was 10,500 Intrastate MOU that were identified exchanged between the Customer and the Company's IP end users. The Customer reported that their PVUC as 40%. The Telephone Company's PVUT is 10%. This results in the following:

$$PVU = 40\% \text{ times } (1 - 10\%) = 36\%$$

This means that 36% of the terminating Intrastate MOU exchanged between the Customer and the Company's TDM end users will be rated at VOIP rates and the intrastate 10,500 MOU will also be rated at Interstate rates.

For the facility rate elements the formula that is applied to the intrastate dedicated facilities is as follows:

$$PVU = 40\% \text{ plus } (10\% \text{ times } (1 - 40\%)) = 46\%$$

Therefore 46% of the Intrastate facilities will be rated at VOIP rates.

4. If the customer does not furnish the Company with a PVUC pursuant to the preceding paragraph (C) (1), the Company will utilize a customer PVUC of 0%.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

D. PVU Factor Updates

The customer must update the PVU factors quarterly using the method set forth in subsection (C) (1) through (4), above. The customer shall forward to the Company, no later than September 15, 2012, this new PVUC factor.

Prospectively, the customer may update the PVUC factor quarterly using the method set forth in subsection (C) (1) through (4) above. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVUC factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVUC to calculate a revised PVU. The revised PVU factor will only apply prospectively and serve as the basis for billing until superseded by a new PVU.

E. PVU Factor Verification

Not more than twice in any year, either party may ask to verify the PVU factor furnished. Both parties shall comply and shall reasonably provide the records and other information used to determine their PVU, as specified in section (C) (1) and (4) above. Both parties shall retain and maintain (for verification purposes) the records and other information used to determine the PVU, for at least 12 months after the PVU is filed (or longer if any other section of the Company's tariffs or applicable law requires a longer period). The verification process shall be conducted consistent with the provisions in the Teleport Communications Group Operating Companies' F.C.C. No. 2, Section 2.3.3. Any billing disputes related to PVU factors will be addressed using the existing claim process outlined in the Teleport Communications Group Operating Companies' F.C.C. No 2, Section 2.5.4.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (continued)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (continued)

F. Verification Process

The Company will review these Customers provided PVUC records referenced in E. above. If the review results represent what the Company considers to be a substantial deviation from the customer's previously reported PVUC or if the PVUC appears unreasonable as compared to other related types of data, the Company will contact the customer within 30 days. This deviation issue will be dealt within one of the following ways. The current PVUC will continue to be utilized until resolution from either of the 2 methods below.

1. The Company and the customer will come to an agreement as to an appropriate PVUC within 30 days of receipt of the customer's PVUC records, bringing the issue to the customer's attention.
2. Within 45 days of the receipt of these records by the Company, either the Company or the customer may make the customer's PVUC records available to an independent auditor (no less reputable than the firm that such party would use in the normal course of business for its annual report) for review and to determine the PVUC. The party requesting the independent audit will be responsible for all costs associated with the audit. If these PVUC records are not available or these records are not reasonable enough for the auditor to calculate the PVUC, then a PVUC factor of zero will be assigned if this is the customer's initial factor. If this is an update to a previous factor, the previous factor will be utilized until either a PVUC can be agreed upon between the Company and the customer or an audit can be completed utilizing records acceptable for determination of a PVUC by the auditor. When an auditor determines a PVUC, that PVUC will be employed until the next customer-provided PVUC is available as referenced in the (D) or (F) procedures above. The Company will apply the auditor-determined PVUC retroactively to the date when the reviewed PVUC was submitted by the Customer.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

F. Verification Process (Continued)

3. If the review of the Company's PVUT factor represents what the customer considers to be a substantial deviation from the Company's previously applied PVUT, or if the PVUT appears unreasonable as compared to other related types of data, the customer will notify the Company within 30 days of receipt and the question of reasonableness and acceptance will be resolved.
 - a. The Company will provide the records within 10 days after notice, and the Company and the customer may agree to an appropriate PVUT within 30 days of the provision of the PVUT records.
 - b. Within 45 days of the receipt of these records by the customer, either the Company or the customer may make the Company PVUT records available to an independent auditor (no less reputable than the firm that such party would use in the normal course of business for its annual report) for review and to determine the PVUT. The party requesting the independent audit will be responsible for all costs associated with the audit. The Company will apply the auditor-determined PVUT retroactively to the date when the customer's most recent PVUT was submitted.

G. Initial PVU Factor

If the PVU factors are not available and/or cannot be implemented in the Company's billing system by January 1, 2012, when the factors are available and can be implemented in the Company's billing systems, the Company will adjust the customer's bills to reflect the PVU factors retroactively to January 2012 usage and facilities. In calculating the initial PVUC factors, the Company will employ the customer-specified PVUC retroactively to January 2012 usage and facilities, provided that the customer provides the factor to the Company no later than 30 days from the effective date of this tariff. Otherwise, it will set the initial PVU factors, as specified in subsection (C)(4) above.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 Description of Rates and Charges

There are three types of rates and charges that can apply to Access Services. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth in applicable sections of this Tariff. Other charges may also apply as set forth in D. following.

A. Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

B. Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per occurrence (e.g., access minute or query) basis. Usage rates are accumulated over a monthly period.

C. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation of new services or rearrangements of installed services).

1. Installation of Service

The nonrecurring charges applicable to the installation of Access Services are applied on a per facility, trunk or other basis as specified in the Price List. In addition, certain nonrecurring charges may consist of "first" and "additional" charges. When charges are listed in this manner, the "first" charge applies to the first facility or trunk specified on the order, with the "additional" charge applied to each additional facility or trunk specified on the same order.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.1 Description of Rates and Charges (Continued)

C. Nonrecurring Charges (Continued)

2. Service Rearrangements

Service Rearrangements are changes to existing (installed) services which do not result in a change in the minimum period requirements, a change in the physical location of the Point of Termination (POT) at the Customer Premises or a change of the Customer's Point of Interconnection (POI). Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the POT or POI are treated as moves and are described and charged for as set forth in 3) following.

The charge to the Customer for a service rearrangement is dependent on whether the change is "records only" or administrative in nature or involves an actual physical change to the service. "Records only" changes as set forth in Section 5.4.1.A. will be made without charge(s) to the Customer. The charges for administrative changes are as set forth in Section 5.4.2. The charges applicable to all other rearrangements are as set forth in applicable sections of this tariff.

3. Moves

A move involves a change in the physical location of the POT at the Customer Premises or the Customer's POI. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

a. Moves Within the Same Building

When the move is to a new location within the same building, the Service Order Charge and one-half of all other applicable nonrecurring charges will apply. There will be no change in the minimum period requirements.

b. Moves to a Different Building

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

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.1 Description of Rates and Charges (Continued)

C. Nonrecurring Charges (Continued)

4) Ordering Charges

Certain nonrecurring charges apply in connection with the ordering of Access Services or Network Interconnection Services as set forth in Section 5 (e.g., Service Order Charge, Service Date Change Charge, Design Change Charge).

5) Engineering Charges

Engineering Charges apply in connection with Network Interconnection Service. These charges apply per DS1 trunk group (24 trunks).

D. Other Charges

If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs in connection with a service for which the Company charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such charges that subsequently become applicable retroactively.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits

A. Deposits

The Company will only require a Customer which has a proven history of late payments to the Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the Customer. No such deposit will be required of a Customer which is a successor of a Company which has established credit and has no history of late payments to the Company. Such deposit will not exceed the actual or estimated rates and charges for the service for a two (2) month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the account when the Customer has established credit or, in any event after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Customer. In case of a cash deposit, for the period the deposit is held by the Company, the Customer will receive simple interest annually unless a different rate has been established by the appropriate legal authority in the state where the service(s) is provided, in which case that rate will apply.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.2 Payment of Rates, Charges and Deposits (Continued)

B. Bill Dates

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this Tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a Customer for service under this Tariff), the period of service each bill covers and the payment date will be as follows:

1. Access Service

Unless otherwise provided in this Tariff, for Access Service, the Company will establish a bill day each month for each Customer account or advise the Customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than sixty (60) days notice or initiated by the Company more than twice in any consecutive twelve (12) month period.

The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in Immediately Available funds in U.S. dollars by the payment date, as set forth in C. following. If payment is not received by the payment date, a late payment penalty will apply as set forth in C. following.

Notwithstanding the above, bills will not be issued for amounts under \$105.00. In such cases Customer billing will be held until the total amount of the bill equals or exceeds \$105.00 or the Customer discontinues its service with the Company.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.2 Payment of Rates, Charges and Deposits (Continued)

C. Payment Dates and Late Payment Charges

1. All bills dated as set forth in B.2. preceding, provided to the Customer by the Company are due thirty (30) days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in Immediately Available funds in U.S. dollars. If the Customer does not receive a bill at least twenty (20) days prior to the 30 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer the due date will be extended by the number of days the bill was delayed. Such request of the Customer must be accompanied with proof of late bill receipt.

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows:

- If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.
- If the payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

C. Payment Dates and Late Payment Charges (continued)

2. Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Company after the payment date as set forth in 1. preceding, or if a payment or any portion of a payment is received by the Company in funds which are not Immediately Available funds in U.S. dollars, then subject to billing and systems availability, a Late Payment Charge shall be due to the Company. The Late Payment Charge late factor shall be 1.5% per month unless an applicable law or regulation specifies a lower interest rate to be charged or portion thereof applied from the 31st Calendar day after payment date to and including the date that the company actually receives the payment. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at the time.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.2 Payment of Rates, Charges and Deposits (Continued)

D. Disputed Bill Procedures

1. In the event of a billing dispute, the Customer may dispute a bill only by written notice delivered to the Company within thirty (30) days of receipt of the invoice and must include sufficient documentation, consistent with the requirements as specified in this Section. The billing dispute date is the date the Customer presents sufficient written documentation to the Company to support its claim for incorrect billing. Unless such notice and documentation is received in the timely fashion indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Service Commission in accordance with the Commission's rules and procedures in the state where the billing dispute occurred.
2. In the event that the Customer disputes all or part of the billed amount and if the Company sustains the disputed charges after investigating the dispute, the applicable Late Payment Charge will apply to any unpaid charges and shall be deemed correct and binding on the Customer. If, alternatively, the Company credits the charges after investigating the dispute, the Late Payment Charge will not apply.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

D. Disputed Bill Procedures (continued)

4. Sufficient written documentation consists of the following information, where such information is relevant to the dispute:

(a) Dedicated Access

- (1) A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in Tariff; facility not ordered; service not received)
- (2) The account number under which the bill was rendered
- (3) The date of the bill
- (4) The invoice number
- (5) The circuit number, line number, trunk group number, Two-Six Code (TSC), end office or tandem identification, or other appropriate facility identification
- (6) The exact dollar amount in dispute
- (7) The universal service order code(s) (USOCs) associated with the service
- (8) The Purchase Order Number(s) and dates involved for disputes involving order activity
- (9) Details sufficient to identify the specific amount(s) and item(s) in dispute
- (10) The name of the person responsible for the Customer's dispute
- (11) Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

D. Disputed Bill Procedures (continued)

4. (continued)

(b) Switched Access

- (1) A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in Tariff; facility not ordered; service not received)
- (2) The account number under which the bill was rendered
- (3) The date of the bill
- (4) The invoice number
- (5) The exact dollar amount in dispute
- (6) Call Detail Records (CDRs)
- (7) The universal service order code(s) (USOCs) and/or rate element associated with the service
- (8) Details sufficient to identify the specific amount(s) and item(s) in dispute
- (9) The name of the person responsible for the Customer's dispute
- (10) Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

E. Billing Disputes Resolved in Favor of the Customer

If the Customer pays the total billed amount as required under D. preceding and disputes all or part of the amount, the Company will refund any overpayment. In addition, the Company will pay to the Customer penalty interest on the overpayment. When a claim is filed within ninety (90) days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be the rate set forth in C.2. preceding.

F. Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request, furnish within thirty (30) days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

G. Rounding of Charges

When a rate as set forth in this **Tariff** is shown to be more than two decimal places, the charges will be determined using the rate shown. The resulting total amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.3 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except as otherwise specified. Usage rated services (e.g., Tandem-Switched Transport) have no minimum period.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus any usage, nonrecurring and/or Special Construction charge(s) that may be due.

2.4.4 Applications for Service

Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent (6%)).

Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

The special charges described above will be calculated and applied on a case-by-case basis.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.5 Credit Allowance for Service Interruptions

A. General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility or component used to furnish service under this Tariff or in the event that the protective controls applied by the Company as set forth in 2.1.12 preceding result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to the Company, and ends when the service is operative.

B. When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption shall be provided unless one or more of the conditions set forth in Section 2.4.5.C. applies.

1. Credit Allowance Computation

For flat rated Access Service rate elements, no credit shall be allowed for an interruption of less than thirty (30) minutes. The Customer shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of thirty (30) minutes or Major Fraction Thereof that the interruption continues.

The monthly charges used to determine the credit shall be the total of all the monthly rate element charges associated with the service.

2. Credit Allowances Cannot Exceed Monthly Charges

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly recurring rate for the service interrupted in any one billing period.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.5 Credit Allowance for Service Interruptions (continued)

C. When a Credit Allowance Does Not Apply

No credit allowance will be made for:

1. Interruptions caused by the negligence of the Customer.
2. Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.
3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
4. Interruptions of a service when the Customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.
5. Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
6. An interruption or a group of interruptions, resulting from a common cause that would result in credit in an amount less than one dollar.
7. Interruptions of a service which continue because of the failure of the Customer to authorize replacement of any element of Special Construction. The period for which no credit allowance is made begins on the seventh day after the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the Customer's written authorization for such replacement.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.5 Credit Allowance for Service Interruptions (continued)

D. Use of an Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

E. Temporary Surrender of a Service

In certain instances, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or Major Fraction Thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.6 Re-establishment of Service Following Fire, Flood or Other Occurrence

A. Nonrecurring Charges Do Not Apply

Nonrecurring charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

1. The service is of the same type as was provided prior to the fire, flood or other occurrence.
2. The service is for the same Customer.
3. The service is at the same location on the same premises.
4. The re-establishment of service begins within sixty (60) days after Company service is available. (The sixty (60) day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

B. Nonrecurring Charges Apply

Nonrecurring charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.7 Title or Ownership Rights

The payment of rates and charges by Customers for the services offered under the provisions of this **Tariff** does not assign, confer or transfer title or ownership rights to service designs, proposals, configurations or facilities developed or utilized, respectively, by the Company in connection with the provision of such services.

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

When an Access Service is provided by more than one telephone company, Meet Point Billing is required as set forth in A. following.

Meet Point billing applies where a customer orders Call Completion Service to a tandem operated by another Exchange Telephone Company which subtends an end office operated by the Company. All other recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates exhibited in their respective tariffs.

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).

The Company will handle ordering, rating and billing of Access Services under this Tariff where more than one Exchange Telephone Company is involved in the provision of Access Services as follows:

- A. When FGD is ordered by a customer to a tandem operated by another Exchange Telephone Company which is subtended by an end office operated by the Company, the customer must provide the original order to the Exchange Telephone Company which operates the access tandem, and must provide a copy of the order to this Company.

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2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (continued)

Each Exchange Telephone Company that accepts the order will provide the portion of Switched Transport in its territory to an interconnection point (IP) with another Exchange telephone Company, and will bill the service in accordance with its tariff(s). The rates for Switched Transport (fixed and per mile), are determined as follows:

- (1) The total mileage for the service is computed using the V&H Coordinate Method set forth in National Exchange Carrier Association Tariff F.C.C. No. 4 (NECA No. 4).
- (2) A billing factor called the Border Interconnection Percentage (BIP) is determined from NECA No. 4 directly.
- (3) The company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this company.

B. The application of non-distance-sensitive rate elements varies according to the rate structure and location of the facilities involved:

- (1) When rates and charges are listed on a per point of termination basis, this company's rates will be billed for the termination(s) within this company's operating territory.
- (2) When rates and charges are listed on a per unit basis, e.g, multiplexing, this company's rates and charges will apply for the units located in this company's operating territory.
- (3) When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this company.
- (4) When rates and charges are listed on a per service basis, these rates and charges will be billed.
- (5) When rates and charges are listed on a per line or trunk installed basis, this company's rates will be billed based on the number of lines or trunks specified by the customer on its order for access service placed with this company.
- (6) When this company is an intermediate, non-terminating carrier in a given arrangement, channel mileage fixed mileage charges will not apply.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.9. Cancellation of Service

If a Customer cancels or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer agrees to pay to the Company the following sums:

1. All non-recurring charges reasonably expended by the Company to establish service to the Customer; and
2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company; and
3. All recurring charges for the balance of the then-current term; and
4. Any other charges specified in the service order for such early cancellation or termination.

The above sums will become due and owing as of the effective date of the cancellation or termination and be payable within the period, as set forth in this Tariff.

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2. GENERAL REGULATIONS

2.5 CONNECTIONS

Equipment and systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Access Service furnished by the Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1, Issue II and in Section 2.1 of this Tariff.

2.6 PROVISION FOR CERTAIN LOCAL TAXES AND FEES

- A. Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's customers of any political entity shall be equal to the amount of any such fee or tax upon the Company.
- B. The Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata on the basis of the revenue derived by the Company from each such customer, an amount sufficient to recover any such tax or fee and may list this amount separately on the bill.

2.7 (RESERVED FOR FUTURE USE)

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2. GENERAL REGULATIONS

2.8 SERVICE AVAILABILITY AND RATING INFORMATION

2.8.1 General

This section contains service availability and rating information applicable to the Access Services offered under this Tariff and is arranged as follows:

- Section 2.8.2 - V&H Coordinate Method of Determining Airline Mileage
- Section 2.8.3 - Service Availability and Wire Center Information
- Section 2.8.4 - Meet Point Billing Information

2.8.2 V&H Coordinate Method of Determining Airline Mileage

For Access Services and Network Interconnection Services provided under this Tariff, the airline mileage between any two wire centers is determined as follows:

- A. Obtain the "V" and "H" coordinates for each wire center from the NECA Tariff F.C.C. No. 4.
- B. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- C. Square each difference obtained in step (B) above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step (C).
- E. Divide the sum of the squares 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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2.8 SERVICE AVAILABILITY AND RATING INFORMATION (continued)

2.8.3 Reserved For Future Use

2.8.4 Meet Point billing Information

The applicable billing percentage factors for Access Services that are provided by more than one telephone company are as set forth in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

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2. GENERAL REGULATIONS

2.9. (RESERVED FOR FUTURE USE)

2.10 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

Subject to the agreement of the Company and to all of the regulations contained in the tariffs or Service Guides of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under Tariff, or for the provision of service on an expedited basis or in some other manner different from the normal Tariff conditions. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on a temporary basis until permanent facilities are available;
- F. involving abnormal costs; or
- G. in advance of its normal construction.

2.10.1 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs or Service Guides, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

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2.10 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (continued)

2.10.2 Basis for Cost Computation

The costs referred to in Section 2.10.1, preceding may include one or more of the following items to the extent they are applicable:

- A. Installation cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installation cost includes the cost of:
- equipment and materials provided or used,
 - engineering, labor and supervision,
 - transportation,
 - rights of way, and
 - any other item chargeable to the capital account;
- B. Annual charges including the following:
- cost of maintenance;
 - 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;
 - administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
 - any other identifiable costs related to the facilities provided; and
 - an amount for return and contingencies.

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3. DEDICATED ACCESS SERVICES*

Dedicated Access Services consists of the services offered pursuant to this section, either individually or in combination. Each service is offered independent of the others. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless otherwise noted.

Rates for Dedicated Access Services are divided into three zones, as follows:

Zone 1 - Akron, Albany, Alexandria, Alger, Alliance, Amanda, Amesville, Amherst, Amsterdam, Andover, Anna, Antwerp, Apple Creek, Arabia, Arcadia, Archbold, Arlington, Arthur, Ashland, Ashley, Ashtabula, Attica, Atwater, Aurora, Austinburg, Avon, Avon Lake, Ayersville, Batavia, Beallsville, Beaver, Bedford, Berea, Bethel, Big Prairie, Bluffton, Brecksville, Bristolville, Buckland, Bucyrus, HiTerrace, Youngstown.

Zone 2 - Alton, Athens, Avondale, Bainbridge, Baltic, Baltimore, Barnesville, Bartlett, Bascom, Beavercreek, Beaverdam, Belfast, Bellaire, Bellbrook, Belle Center, Bellefontaine, BeUevue, Bellville, Belmont, Belmore, Belpre, Benton Ridge, Bergholz, Berlin, Berlin Center, Berlin Heights, Bethesda, Bettsville, Beverly, Birmingham, Blanchester, Bloomdale, Bloomington, Bloomingsborg, Bloomingville, Bloomville, Bolivar, Botkins, Bourneville, Bowerston, Bowersville, Bowling Green, Bradford, Bremen, Brilliant, Brookville, Brunswick, Bryan, Burbank, Burlington, Burton, Butler, Butlerville, Byesville, Byhalia, Cadiz, Cairo, Caldwell, Caledonia, Cambridge, Camden, Canal, Canfield, Canton, Cardington, Carey, Carroll, Carrollton, Castalia, Catawba bland, Cedarville, Celina, Centerburg, Centerville, Chardon, Chatham, Cherry Grove, Chesapeake, Chatfield, Cheshire Center, Cheshire Galla, Chester, Chesterfield, Chesterhill, Chesterville, Cheviot, Chillicothe, Christiansburg, Cincinnati, Circleville, Clarington, Clarksburg, Clarksville, Cleveland, Cloverdale, Clyde, Coldwater, Colebrook, Columbiana, Columbia Station, Columbus, Columbus Grove, Conesville, Congress, Conneaut, Continental, Convoy, Coolville, Cooney, Cooperdale, Corning, Cortland, Coshocton, Covdale, Covington, Crescentville, Crestline, Creston, Cridersville, Crooksville, Croton, Cumberland, Curtis, Cygnet,

* Effective August 15, 2008, all services residing in this section will no longer be available under this tariff. Customers may maintain their existing Service arrangements until their current contract term expires. At the end of the Customer's current contract term, Customers may continue to maintain their existing Service arrangements on a month-to-month basis until terminated by either party upon 30 days written notice. After August 15, 2008, no new term plan renewals will be permitted, and no moves, adds or changes (including reconfigurations) to an existing Service arrangement will be permitted for Customers whose Service arrangements are on a month-to-month basis.

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3. DEDICATED ACCESS SERVICES

Zone 2 (continued)

Dalton, Danville, Damascus, Dayton, Decatur, Defiance, De Graff, Delaware, DeUroy, Delphos, Delta, Deshler, Dexter City, Dillonvale, Donnelsville, Dorset, Doylestown, Dresden, Dublin, Duffy, Dunkirk, East Claridon, East Destine, East Liberty, East Liverpool, East Rochester, Eaton, Edgerton, Edon, Eldorado, Elmore, Elyria, Enon, Englewood, Evandale, Evansport, Fairborn, Fairfield, Fairview, Farmersville, Fayette, Fayetteville, Felicity, Findlay, Fletcher, Florida, Flushing, Forest, Fort Jennings, Fort Loramie, Fort Recovery, Fostoria, Frankfort, Franklin, Frazeytsburg, Fredricksburg, Fredricktown, Freeport, Fremont, Fultonham, Gahanna, Gallipolis, Gambier, Garrettsville, Galion, Gates Mills, Geneva, Genoa, Georgetown, Gerald, Germantown, Gettysburg, Gibsonburg, Gilboa, Girard, Glade, Glandorf, Glendale, Glenmont, Glouster, Gnadenhutten, Gomer, Goshen, Grafton, Grand Rapids, Granville, Gratiot, Gratis, Graysville, Green Camp, Greene, Greenfield, Greensburg, Green Springs, Greenville, Greenwich, Grelton, Groesbeck, Grove City, Groveport, Grover Hill, Guyan, Guysville, Hallsville, Hamerly, Hamilton, Hamler, Hamlet, Hanoverton, Harlem Springs, Harpster, Harrisburg, Harrison, Hartford, Hartville, Hartwell, Haskins, Hayesville, Heath, Hebron, Helena, Hicksville, Higginsport, Hilhard, Hillcrest, Hillsboro, Hinckley, Hiram, Holgate, Holland, Hollansburg, Hohnesville, Homerville, Hopedale, Hubbard, Hudson, Huntsburg, Huntsville, Huron, Hyde Park, Idaho, Independence, Indora, Inesville, Irkman, Iris, Ironton, Itaskala, Ittersonville, Iulding, Iyne, Jackson, Jackson Center, Kirtland, Jamestown, Jefferson, Jeffersonville, Jenera, Jewell, Jewett, Johnsonville, Johnston, Johnstown, City, Kalida, Kelly's Island, Kent, Kenton, Kidron, Kilbourne, Killbuck, Kingsville, Kingston, Kinsman, Junction, Knoxville, Lafayette, LaGrange, Lake Milton, Lancaster, Larue, Laura, Laurelville, Lebanon, Leesburg, Leetonia, Leipsic, Leroy, Lockbourne, Lodi, Logan, London, Londonderry, Lorain, Loudonville, Louisville, Loveland, Lowell, Lowellville, Lower Salem, Lucas, Lucasville, Luckey, Lykens, Lynchburg, Lyons, Madison, Madisonville, Magnolia, Malvern, Manchester, Mansfield, Mantua, Marblehead, Marengo, Marietta, Marion, Marlboro, Marne, Marshall, Marshallville, Martinsburg, Martin's Ferry, Martinsville, Marysville, Massieville, Massillon, Mason, Maumee, McArthur, McComb, McClure, McConnelville, McCutchenville, Mechanicsburg, Mechanicstown, Medina, Medway, Melmore, Mendon, Mentor, Mesopotamia, Metamora, Miami, Miamisburg, Middlefield, Middle Point, Middletown, Milan, Milford, Milford Center, Milledgeville, Miller City, Millersburg, Millersport, Mineral City, Minerva, Minford, Mingo Junction, Minster, Mogadore, Moline, Monroe, Monroeville, Montpelier, Montrose, Montville, Morning Sun, Montgomery, Morral, Morning Sun, Morristown, Morrow, Mowrystown, Mount Blanchard, Mount Cory, Mount Gilead, Mount Healthy, Mount Grab, Mount Sterling, Mount Vernon, Mount Victory, Mount Washington, Nashville, Navarre, Neapolis, Nelsonville, Nevada, New Albany, New Boston, New Burlington, Newbury, New Carlisle, New Comerstown, New Concord, New Lexington, New Holland, New Iris, New Lebanon, New Lyme, New Madison,

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3. DEDICATED ACCESS SERVICES

Zone 2 (continued)

New Marshfield, New Matamoras, Newport, Newark, New Bavaria, New Bremen, New Knoxville, New London, New Philadelphia, New Riclunond, New Riegel, Newton Falls, Newtonsville, New Vienna, New Washington, New Waterford, New Winchester, Ney, North Baltimore, North Benton, North Canton, North Creek, North Fairfield, Northfield, North Georgetown, North Greenhills, North Jackson, North Lima, North Lewisburg, North Ridgeville, North Royalton, Northside, North Star, Norwalk, Norwich, Norwood, Nova, Oak Harbor, Oak Hill, Oakwood, Oberlin, Ohio City, Okolona, Old Fort, Old Washington, Olmsted Falls, Orrville, Orwell, Ostrander, Ottawa, Ottoville, Otway, Oxford, Peebles, Pembroville, Peninsula, Pennsville, Perry, Perrysburg, Perrysville, Phillipsburg, Philo, Pierpont, Picketon, Pioneer, Piqua, Pitchin, Plain City, Pleasant Hill, Pleasantville, Plumwood, Pomeroy, Portage, Port Clinton, Plymouth, Polk, Portland, Portsmouth, Powhatan Point, Port William, Price Hill, Proctorville, Prospect, Put-In-Bay, Quaker City, Racine, Radnor, Rainsboro, Rathbone, Ravenna, Rawson, Raymond, Redhaw, Reedsville, Reily, Reinersville, Republic, Reynoldsburg, Richfield, Richfield Center, Richmond, Richmondale, Richwood, Ridgeville Comers, Ridgeway, Rio Grande, Ripley, Rising Sun, Rittman, Rock Creek, Rockford, Rogers, Rootstown, Roseville, Rosewood, Rossburg, Rossmoyne, Rushsylvania, Rushville, Russel, Russelville, Russel's Point, Rutland, Sabina, Saint Bernard, Saint Clairsville, Saint Iris, Saint Louisville, Saint Mary's, Salem, Salineville, Sandusky, Sardinia, Savannah, Saylor Irk, Seaman, Seven Mile, Swanton, Scio, Sciotoville, Scott, Sebring, Sedalia, Seville, Shandon, Sharon, Sharon Center, Shawnee, Sheffield Lake, Shelby, Sherwood, Shiloh, Shreve, Sidney, Sinking Spring, Smithfield, Smithville, Somerset, South Charleston, South Lebanon, South Solon, South Vienna, South Webster, Spencer, Spencerville, Springfield, Spring Valley, Steubenville, Stockport, Stony Ridge, Stratsburg, Sterling, Strongsville, Stryker, Sugar Creek, Sugar Grove, Sugar Tree Ridge, Summerfield, Sycamore, Sylvania, Terre Haute, The Plains, Thompson, Thornville, Tiffin, Tiltonsville, Tipp City, Tobasco, Toledo, Toronto, Tremont, Trenton, Trinity, Troy, Trotwood, Trumbull, Twinsburg, Uhrichsville, Uniontown, Upper Sandusky, Urbana, Utica, Valley City, Van Buren, Vandalia, Vanlue, Van Wert, Vaughnsville, Venedocia, Vermillion, Versailles, Victory, Vinton, Wabash, Wadsworth, Wakeman, Waikoneta, Waldo, Walnut, Warren, Warsaw, Washington Court House, Watertown, Waterville, Wauseon, Waverly, Wayland, Wayne, Waynesfield, Waynesville, Wellington, Wellston, Wellsville, West Alexandria, West Chester, Westerville, West Jefferson, West Lafayette, West Manchester, West Manfield, West Milton, Westminster, West Portsmouth, West Salem, Weston, Westwood, West Union, West Unity, Wharton, Wheelersburg, Whitehouse, Wilkesville, Willard, Williamsburg, Williamsport, Willoughby, Wilmington, Wihmont, Winchester, Windham, Windsor, Winona, Woodsfield, Woodstock, Woodville, Worthington, Wooster, Xenia, Yellow Springs, York Center, Yorkshire, Zanesville.

Zone 3

Aberdeen, Ada, Adamsville, Adario, Adena.

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3. DEDICATED ACCESS SERVICES

3.1 Services Offered

The following dedicated access services are offered in this tariff:

DSO Service (up to 64 kbps)
DS3 Service (44.7 Mbps)
DSI Service (1.5 Mbps)

Other services may be provided by the Company on an Individual Case Basis (ICB).

3.2 Basic and Mixed Vendor Services

DS3 Service and DSI Service may be provided as either Basic or Mixed Vendor Services, depending upon the availability of facilities. Basic Service rates apply when both endpoints of the channel are served by the Company's network. Mixed Vendor Service rates apply when one endpoint of the transmission channel is served by a local exchange carrier's network (Mixed Vendor Services are provided via a combination of the Company's facilities and local exchange carrier facilities).

DS3 and DSI channels where both endpoints are served by a local exchange carrier's network will be provided at the sole discretion of the Company, on an Individual Case Basis (ICB).

3.3 DS3 SERVICE (44.736 Mbps)

DS3 Service is composed of digital channels provided at 44.736 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps +/-20 ppm
Line Code: Bipolar with three-zero substitution
Test Load: 75 ohms resistive +/-5 percent

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 22.368 KHz shall be -1.8 to +5.7 dBm and the power in a 2 KHz band about 44.736 MHz shall be at least 20 dB below that in a 2 KHz band about 22.368 KHz.¹

NOTES:

1. The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 KHz bands.

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3. DEDICATED ACCESS SERVICES

3.3 DS3 SERVICE (44 736 Mbps) (continued)

Digital channels at 44.736 Mbps will be provided in one of the following configurations, as specified by the customer:

Clear Channel DS3: A DS3 signal that is transmitted intact and transparently as provided at the customer interface. No performance monitoring is performed, since all 44.736 Mbps are considered customer data or voice.

M13 Framed DS3: A DS3 that is channelized into 28 DS1 (1.544 Mbps) signals and include a predefined standard multiplexing scheme as defined in ANSI T1.107a. The M13 DS3 contains parity bits which can be monitored to offer an approximate measure of performance. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

C-bit Parity Framed DS3: A DS3 that can be used for subrated or non-subrated DS3 signals. This allows DS3 signal monitoring for end-to-end performance measurement on an in-service basis, transmitted on the maintenance data communications channel. The C-bit parity format is defined in ANSI T1.107a. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

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3. DEDICATED ACCESS SERVICES

3.4 DS1 Service (1.544 Mbps)

DS1 Service is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 1.544 Mbps \pm 130 ppm
Line Code: AMI: bipolar with at least 12.5% average ones density and no more than 15 consecutive zeros;

-- or --

B8ZS: no minimum density of ones and no consecutive zeros limit.

Test Load: 100 ohms resistance.

Pulse Shape: The pulse amplitude shall be between 2.4 and 3.6 volts.

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 772 KHz shall be 12.4-18.0 dBm and the power in a 2 KHz band about 1544 MHz shall be at least 29 dB below that in a 2 KHz band about 771 KHz.¹

Pulse Imbalance: There shall be less than 0.5 dB difference between the total power of the positive pulses and the negative pulses.

NOTES:

1. The CCITT specification is \pm 50 ppm.
2. Recommended for new equipment: The power in a 2 KHz band about 772 KHz shall be 12.6-17.9 dBm. CCITT requirements: The power in a 3 KHz band about 772 KHz is 12.0-19.0 dBm.
3. CCITT requirements: The power in a 3 KHz band about 1544 KHz shall be at least 25 dB below that in a 3 KHz band about 772 KHz.

Digital channels at 1.544 Mbps will be provided in one of the following configurations, as specified by the customer:

Unframed DS1: A DS1 signal that does not follow standard framing formats of 192 bits for data and a 193 Rd bit for framing. An unframed DS1 cannot be synchronized to the network and is not performance monitored.

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3. DEDICATED ACCESS SERVICES

3.4 DS1 Service (1.544 Mbps) (continued)

D4/SF DS1: A framed DS1 consisting of 12 frames (2316 bits) of 192 bits preceded by one framing bit (F bit). This service can be coded as AMI or B8ZS.

ESF DS1: Extends superframe structure from 12 to 24 frames (4632 bits) and redefines the 8 kbps pattern into 2 kbps for mainframe and robbed-bit signaling synchronization, 2 kbps for CRC-6 and 4 kbps for terminal-to-terminal data link. This service can be coded as AMI or B8ZS.

3.4.1 Fanout DS1 Service

Fanout DS1 Service allows a customer to aggregate up to 28 DS1 channels that terminate in the same location into a single DS3 Local Distribution Channel.

3.5 DS0 Service

DS0 Services are Digital Channels furnished by the Company at transmission speeds of 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 56 kbps, 64 kbps, or in multiples of 56 kbps or 64 kbps up to 1.544 Mbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals, as described below. Interconnections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each service configuration. The NCI Codes referenced below are defined in Bell Communications Research (Telecordia) publication TR-NPL-000335.

Each DS0 channel will be provided in one of the following configurations, as specified by the customer.

3.5.1 Effective 2-Wire Service

Provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 2-wire analog telephone circuit. Specific configurations are as follows:

A. Private Line Manual Ringdown

2-wire, 600 ohm or 900 ohm, Loop Start with industry standard demarcation (NCI Code: 02AC2, 02AC3). Provides a circuit connecting two specific locations, where signaling (i.e., ringing current) is provided externally by the customer. A transmission can be originated from either end. Ringing at 20 Hz will be at industry-standard voltage and current.

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3. DEDICATED ACCESS SERVICES

3.5 DS0 Service (continued)

3.5.1 Effective 2-Wire Service (continued)

B. Private Line Automatic Ringdown (PLAR)

2-wire, 600 ohm, Loop Start with industry standard demarcation (NCI Code: 02LR2). Provides a circuit connecting two specific locations, where signaling (ringing) is automatically generated by the Company upon offhook (transmission origination). Either end can originate the transmission. Ringing at 20 Hz will be at industry-standard voltage and current.

C. OPX/Tie Line/FX/Tie Trunk Private Lines

(OPX)- 2-wire, 600 ohm or 900 ohm, Loop Start, Ground Start, or E+M, with industry standard demarcation (Pose NCI Codes: 02LS2, 02LS3, 02GS2, 02GS3, 02LO2, 02GO2, 04EA2-M, 04EA2-E, 06EB2-M, 06EB2-E). The circuit will be transparent to OPX signaling (e.g., DP or MF dialing, ringing).

D. 2-Wire Transmission Only

2-wire, 600 ohm, open loop (continuously connected) with industry standard demarcation (NCI Code: 02NO2). C4 conditioned circuit connecting two locations, typically used for voice-grade data services.

3.5.2 Effective 4-Wire Service

Provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech and duplex transmission of data converted to analog signals. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 4-wire data-conditioned telephone circuit. Specific configurations are as follows:

A. 4-wire Transmission Only

4-wire, 600 ohm, open loop (continuously connected), with industry standard demarcation. C4/D1 conditioned circuit, with separate transmit and receive wire pairs. (NCI Codes: 04N02, 04DA2.)

B. 4-Wire Tie Line/Tie Trunk Private Lines

4-wire talk path, 600 ohm, with industry standard demarcation. Additional leads for signaling, supporting Type I, II, and III E+M or reverse E+M. (Possible NCI Codes: 06EA2-M, 06EA2-E, 08EB2-M, 08EB2-E, and 08EC2.)

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3. DEDICATED ACCESS SERVICES

3.5 DS0 Service (continued)

3.5.3 Digital Services

Provides a digital transmission channel capable of normally carrying synchronous digital data signals. The following service configurations are available:

A. Low Speed Data Service

A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25. Provides a point-to-point, DDS-compatible full-duplex synchronous circuit operating at 2.4 Kbps, 4.8 Kbps, 9.6, or 19.2 Kbps, with error correction. Supports all DDS control codes. Secondary channel is supported. (Possible NCI Codes: 04DU5-24, 04DU5-48, 04DU5-96, 04DU5-19).

B. 56 Kbps Data Service

A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25, RS422/DB25, or V.35. Provides a point-to-point, DDS-compatible full-duplex synchronous circuit operating at 56 Kbps. No error correction is provided. Supports all DDS control codes. Optional secondary channel is supported. (Possible NCI Code: 04DU5-56).

C. 64 Kbps Data Service

A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25, RS422/DB25, or V.35. Provides point-to-point, 64 Kbps clear channel for a full-duplex synchronous data circuit. No error correction or in-band control codes are supported. (Possible NCI Code: 04DU5-64).

D. Fractional DS1

RS422/DB25 or V.35 handoff. Provides a point-to-point channel at any speed between 56 Kbps and 1.544 Mbps for full-duplex synchronous data transmission, provided that the speed is a multiple of 56 or 64 Kbps. (NCI Code format: 04DU5-____).

3.5.4 Fanout DS0 Service

Fanout DS0 Service allows a customer to aggregate up to 24 DS0 channels that terminate in the same location into a single DS1Local Distribution Channel.

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3. DEDICATED ACCESS SERVICES

3.6 Rates for Dedicated Access Services

3.6.1 General

Non-recurring and monthly recurring rates apply for each Digital Transmission Service furnished by the Company. Monthly recurring rates vary according to the time period for which the customer commits to take the service. Unless otherwise noted, three standard rate elements are used in calculating the monthly recurring rate for each service:

- Local Distribution Channel (LDC): This rate element applies to each end-point of a digital channel provided to a customer.
- Interoffice Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate local exchange carrier ("LEC") end offices. This rate element applies per circuit endpoint.
- Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two LEC end offices serving 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 the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied.

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3. DEDICATED ACCESS SERVICES

3.6 Rates for Dedicated Access Services (continued)

3.6.2 Basic and Mixed Vendor Services

DS3 Service and DS1 Service may be provided as either Basic or Mixed Vendor Services, depending upon the availability of facilities. Basic Service rates apply when both endpoints of the channel are served by the Company's network. Mixed Vendor Service rates apply when one endpoint of the transmission channel is served by a local exchange carrier's network (Mixed Vendor Services are provided via a combination of the Company's facilities and local exchange carrier facilities).

DS3 and DS1 channels where both endpoints are served by a local exchange carrier's network will be provided at the sole discretion of the Company, on an Individual Case Basis (ICB).

3.6.3 DS3 Service (44.736 Mbps)

A. Basic DS3 Service

This service consists of a DS3 (44.736 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. There is a 1-year minimum service period for each Basic DS3.

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3. DEDICATED ACCESS SERVICES

3.6 Rates for Dedicated Access Services (continued)

3.6.5 Hubbed DS1 Service

This service consists of up to 28 DS1 (1.544 Mbps) digital channels, which are aggregated at a Company Node onto a standard DS3 circuit with Interoffice Mileage and a Local Distribution Channel at the terminating end. There is a minimum 1-year service period for each Hubbed DS1 Service.

Hubbed DS1's consist of 3 rate elements:

- A. DS1 Local Distribution Channels - Rated as a standard DS1 Local Distribution Channel.
- B. Central Office Multiplexing - Aggregates the 28 DS1's onto DS3 interoffice facilities.
- C. DS3 Interoffice Mileage/Local Distribution Channel - Rated as standard DS3 Circuit

Hubbed DS1 Service Rates

See Current Rates for current rates.

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3. DEDICATED ACCESS SERVICES

3.6 Rates for Dedicated Access Services (continued)

3.6.7 Hubbed DS0 Service

This service consists of up to 24 DS0 digital channels, which are aggregated at a Company Node onto a standard DS1 circuit with Interoffice Mileage and a Local Distribution Channel at the terminating end. There is a minimum 90 day service period for each Hubbed DS1 Service.

Hubbed DS0's consist of 3 rate elements:

1. DS0 Local Distribution Channels - Rated as a standard DS0 Local Distribution Channel.
2. Central Office Multiplexing - Aggregates the 24 DS0's onto DS1 interoffice facilities.
3. DS1 Interoffice Mileage/Local Distribution Channel - Rated as standard DS1 Circuit

3.7 Non-Standard Offerings

3.7.1 Special Arrangements

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, charges based on cost will apply.

3.8 Individual Case Basis (ICB) Arrangements

For special situations, rates for Dedicated Access Services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer, subject to the filing and approval by the Commission.

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4. SWITCHED ACCESS SERVICE

4.1 General

Switched Access Service provides for the capability of originating and terminating intrastate long distance calls to and from an end user's premises to a customer's facilities via Company's switch.

Toll Free 8YY Transit Service is an access service in which the Company transports Toll Free traffic originated by a third party who is not an end user or other user of the Company's local exchange service through its wire center to an Interexchange Carrier Customer.

Connectivity options for Toll Free 8YY Transit Traffic service include (1) direct connection utilizing a Direct End Office Trunk (DEOT) from the Company's switch to the IXC or (2) indirect connection via a tandem provider's switch.

4.2 Switched Access Service Arrangement

Switched Access is provided as a trunkside connection, Feature Group D (FGD), to the Company's switches with an associated Carrier Identification Code (CIC) for the customer's use in originating and terminating communications.

4.3 Manner of Provisioning

Switched Access Service is provisioned as FGD at the DS1 level using D3/D4 format (as defined in AT&T TR62411) on a per trunk basis and is differentiated by type and directionality of transmission. Originating traffic type represents capacity for carrying traffic from the end user to the customer or Toll Free Transit Traffic originated by a third party who is not an end user of the Company; Terminating traffic represents capacity for carrying traffic from the customer to the end user. All traffic must be associated with customer-provided Carrier Identification Code (CIC).

An out of band signaling connection (Common Channel Signaling Access Services Port) is required in conjunction with FGD service equipped with out of band signaling. Out of band signaling allows the customer to pass call set-up information path utilizing Signaling System 7 (SS7) protocol which is separate from the message path. This connection is provided at the DS0 level and provides the interconnection between the Company's Signal Transfer Point (STP) and the customer's Signaling Point of Interconnection (SPOI).

4.4 Provisioning and Description of FGD

FGD is provided as trunk side switching and may be provided with wink start and MF pulsing signals and answer and disconnect supervisory signaling. Out of band signaling may also be specified.

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4. SWITCHED ACCESS SERVICE

4.4 Provisioning and Description of FGD (continued)

FGD switching is provided with multifrequency address or out of band signaling. Up to 12 digits of the called party number dialed by the customer's end user using dual tone multifrequency or dial pulse address signals will be provided by the Company to the customer's premises where Switched Access Service terminates. Such address signals are subject to the ordinary transmission capabilities of the Digital transmission Service provided in Section 3 preceding.

Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411 or 555-1212), service codes 611 and 911, or 10XXX access codes.

The access code for FGD switching is a uniform access code of the form 10XXX. A single access code will be the assigned number of all FGD access provided to the customer by the Company. No access code is required for calls to a customer over FGD facilities if the end user's service is arranged for presubscription.

Where no access code is required, the number dialed by the customer's end user shall be a seven or ten digit number for calls in the North America Numbering Plan (NANP), except for 00- dialed calls which are routed to the predesignated customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the customer's end user is NXX-XXXX, 0 or 1 + NXX XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and where the Company switch is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC +NN.

When the 10XXX access code is used, FGD switching also provides for dialing the digit 0 for access to the customer's operator.

Optional features available with FGD are:

A. Automatic Number Identification (ANI)

This option provides the automatic transmission of a ten digit number and information digits to the customer's premises for originating calls to identify the calling station. The ANI feature is an end office software function which is associated on a call-by-call basis with all individual transmission paths in a trunk group. When out of band signaling is specified, the customer may obtain an ANI equivalent by ordering the Charge Number optional feature. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multiparty line or ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described following).

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4. SWITCHED ACCESS SERVICE

4.4 Provisioning and Description of FGD (continued)

A. Automatic Number Identification (ANI) (continued)

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) multiparty line- telephone number is a multiparty line and can not be identified - number must be obtained via an operator or in some other manner, (3) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - number must be obtained via an operator or in some other manner, (4) hotel/motel originated call which requires room number identification, (5) coinless station, hospital, inmate, etc. call which requires special screening or handling by the customer, and (6) call is an Automatic Identified Outward Dialed (AIOD) call from customer premises equipment. The ANI telephone number is the listed telephone number of the customer and is not the telephone number of the calling party; (7) Public Payphones.

B. Calling Party Number (CPN)

This option provides for the automatic transmission of the calling party's ten digit telephone number to the customer's premises for originating calls. The ten-digit telephone number consist of the NPA plus the seven-digit telephone number, which may or may not be the same as the calling station's charge number. The protocol for CPN is contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.

The Company will transmit a "privacy indicator" as part of the CPN information in those jurisdictions where end users may elect that their CPN information may not be passed to the called party, and where the end user has taken the necessary actions to ensure that their CPN is so blocked.

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4. SWITCHED ACCESS SERVICE

4.4 Provisioning and Description of FGD (continued)

C. Charge Number (CN)

This option provides for the automatic transmission of the ten-digit billing number of the calling station number and originating line information. The protocol for CN is contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.

D. Carrier Selection Parameter (CSP)

This option provides for the automatic transmission of a signaling indicator which signifies to the customer whether the call being processed originated from a presubscribed end user of that customer. The protocol for CSP is contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.

E. Toll Free Data Base Access Service (800 Data Base Access Service)

Toll Free Data Base Access Service is a service offering that utilizes originating trunk side Switched Access Service to deliver Toll Free calls to the Company's Interexchange Carrier Customers, or other provider of the Toll Free Service. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Interexchange Carrier Customer, or the provider of the 800/8YY service, based on the dialed Toll-Free number. Records exchange, rating and billing for Toll Free Data Base Access Service when provided by an Interexchange Carrier is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB). If the call is a POTS translated 800 call, the call will be routed based on the 10 digit POTS number and treated as a non IXC call. The jurisdiction and billing for that call will be based on the From and To numbers associated with that call.

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4. SWITCHED ACCESS SERVICE

4.4 Provisioning and Description of FGD (continued)

E. Toll Free Data Base Access Service (800 Data Base Access Service) (continued)

(1) Customer Identification Charge

The Toll Free Data Base Access Service Customer Identification Charge applies for the identification of the appropriate Interexchange Carrier Customer or other provider of the 800/8YY Service. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio. The per query Customer Identification Charge is set forth in Section 4.6 of the Current Rates section.

(2) Customer Delivery Charge

The Toll Free Data Base Access Service Delivery Charge applies for the delivery of the dialed Toll-Free ten-digit number. The charge is assessed to the Interexchange Carrier Customer, or provider of the 800/8YY service, on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio. The per query Customer Delivery Charge is set forth in Section 4.6 of the Current Rates section.

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4. SWITCHED ACCESS SERVICE

4.4 Provisioning and Description of FGD (continued)

F. Common Channel Signaling Access Service (CCSAS)

This option allows the customer to exchange signaling information for FGD call set up over a communications path which is separate from the message path. This service includes a dedicated 56 Kbps out of band signaling connection between the customers SPOI and the Company's STP. CCSAS is provisioned for two-way transmission of out of band signaling information.

Each CCSAS Signaling Connection provides for two-way digital transmission at a speed of 56 Kbps. The connection to the STP pair can be made from either the customer's signaling Point (SP) which requires a minimum of two 56 Kbps circuits or from the customer's STP pair which requires a minimum of four 56 Kbps circuits. STP locations are set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. CCSAS Signaling Connection rates and charges are specified in the Current Rates.

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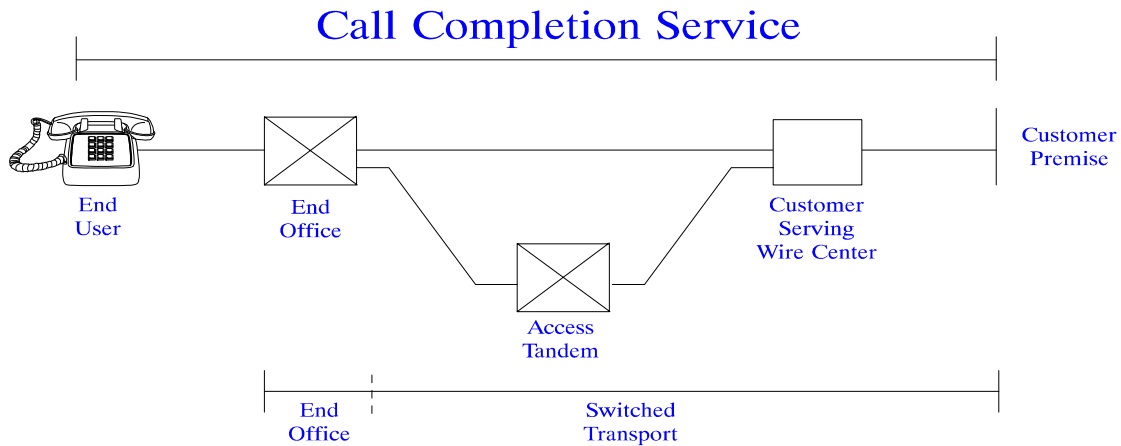
4.7 Switched Access Rate Application

Non-recurring and usage rates apply for each Switched Access Service furnished by the Company. Non-recurring charges are the one time charges that apply for a specific work activity, (e.g., new installations or changes to existing installations). Usage rates apply only when a specific rate element is used. They apply on a per Switched Access Service access minute and are accumulated over a monthly period.

See Current Rates for current rates.

4.7.1 Rate Categories

The following diagram depicts a generic view of the components of Switched Access Service and the manner in which the components are combined to provide a complete service.



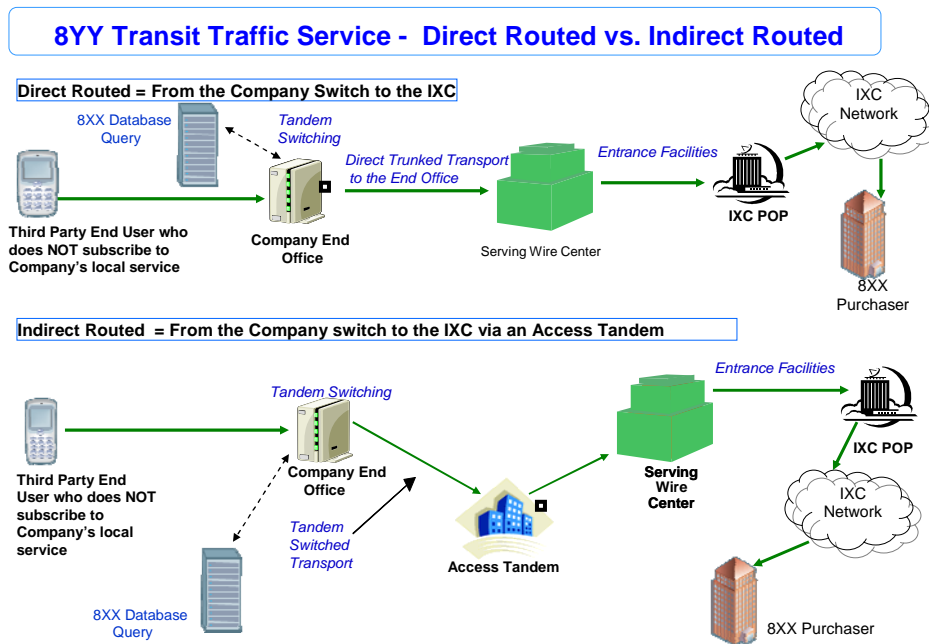
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SECTION 4 - SWITCHED ACCESS SERVICE

4.7 Switched Access Rate Application (continued)

4.7.1 Rate Categories (continued)

The following diagram depicts the call flow for 8YY Transit Traffic Service.



4.7.2 Switched Transport

Switched transport provides the transmission facilities between the customer premises or collocated interconnection location and the Company's end-office switch(es) where the customer's traffic is switched to originate or terminate customer's communications.

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4. SWITCHED ACCESS SERVICE

4.7 Switched Access Rate Application (continued)

4.7.2 Switched Transport (continued)

A. Entrance Facility Rate Category

An Entrance Facility provides the communications path between a customer's premises and the Company serving wire center (SWC) of that premises for the sole use of the customer. The Entrance Facility is provided as DS1 and/or DS3 service. An Entrance Facility is required whether the customer's premises and the serving wire center are located in the same or different buildings.

B. Direct Trunk Transport Rate Category

Direct Trunk Transport provides the transmission path from the serving wire center of the customer's premises to an end office or as an option from the serving wire center to a tandem office. This transmission path is dedicated to the use of a single customer.

Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided, i.e., DS1 or DS3. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Direct Trunked Transport rate is the sum of the fixed and per mile rates. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

C. Tandem Switched Transport Rate Category

Tandem Trunk Transport provides the transmission path from the SWC of the customer's premises to an end office utilizing tandem switching functions. Tandem Switched Transport consists of circuits dedicated to the use of a single customer from the customer's premises to the access tandem and circuits used in common by multiple customers. For Tandem Switched Transport the Company will determine the type of facilities from the SWC of the customer's premises to the end office based on the customer's order for service based on a busy hour minutes of capacity basis or on a per trunk basis.

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4. SWITCHED ACCESS SERVICE

4.7 Switched Access Rate Application (continued)

4.7.2 Switched Transport (continued)

C. Tandem Switched Transport Rate Category (continued)

The Tandem Switched Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the tandem office and the end office using the V&H coordinates method for all of the customers usage at that specific tandem. The rate elements applicable to Tandem Switched transport facilities include the fixed and per mile Tandem Switched transport rate elements. The Tandem Switching rate element provides for the tandem switching functions. The Tandem Switched Transport Rate Category applies to Toll Free 8YY Transit Traffic Service.

In addition, the customer has the option to purchase direct trunks to the access tandem as specified above. If the customer chooses this option, the per mile/per MOU rate shall be measured between the tandem office and the end office (common traffic) using the V&H coordinates method for all of the customer's usage at that specific tandem. The tandem transport fixed per MOU and per mile rates will apply. In addition, the Tandem Switching rate will apply when the ILEC charges the Company for tandem switching for UNE-P and when the Company in a facilities-based environment provides tandem switching.

1. 8YY Transit Traffic: Direct Routed

For direct-routed 8YY Transit Traffic, the tandem switching rate element will be billed. The tandem switching charge is in addition to the 800 Database Service charged described in Section 4.4.

2. 8YY Transit Traffic: Indirect-Routed

For indirect-routed 8YY Transit Traffic, the following 3 rate elements will be billed: Tandem switching, tandem transport (fixed), tandem transport facility (per mile). These rate elements are in addition to the 800 Database Service Charge described in this section.

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4. SWITCHED ACCESS SERVICE

4.7 Switched Access Rate Application (continued)

4.7.2 Switched Transport (continued)

D. Common Channel Signaling Access

Common Channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate.

STP Port Termination and Transport rates are based on an Individual Case basis and are subject to filing and approval by the Commission.

Nonchargeable Optional Features

1. Out of Band Signaling

- a. This option allows the customer to exchange signaling for FGD call set-up over a communications path which is separate from the message path. This option is provided with SS7 protocol and requires the establishment of a Common Channel Signaling Access Service between the customers SPOI and the Company's STP.
- b. Out of band signaling is provided in both the originating and terminating direction. Each signaling connection is provisioned for two-way transmission of out of band signaling information.

E. Interface Groups

Interface Groups are provided for terminating the Switched Transport at the customer's premises. Each Interface Group provides a specified interface at the customer's facilities, (e.g., DS1, DS3). Where transmission facilities permit, the individual transmission path between the customer's premises and the first point of switching may at the option of the customer be provided with optional features.

Interface Group 6 provides DS1 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. The interface is provided with individual transmission path bit stream supervisory signaling.

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4. SWITCHED ACCESS SERVICE

4.7 Switched Access Rate Application (continued)

4.7.2 Switched Transport (continued)

E. Interface Groups (continued)

Interface Group 9 provides DS3 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice frequency transmission paths. The interface is provided with individual transmission path bit stream supervisory signaling.

4.7.3 End Office

The End Office rate category provides for the local switching and end user/origination and termination functions necessary to complete the transmission of Switched Access Services to and from the end users served by the Company's end offices. The End Office rate category consists of the Switched Access rate element.

A. Switched Access Rate Category

The Switched Access rate element provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Company Intercept operator or recording when provided on Company switches.

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4. SWITCHED ACCESS SERVICE

4.7 Switched Access Rate Application (continued)

4.7.3 End Office (continued)

B. Reserved for Future Use

C. Nonchargeable Optional Features

1. Automatic Number Identification (ANI)
(Described in 4.4.A preceding)
2. Calling Party Number (CPN)
(Described in 4.4.B preceding)
3. Charge Number (CN)
(Described in 4.4.C preceding)
4. Carrier Selection Parameter (CSP)
(Described in 4.4.D preceding)
5. Common Channel Signaling Access Service (CCSAS)
(Described in 4.4.F preceding)

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4. SWITCHED ACCESS SERVICE

4.7 Switched Access Rate Application (continued)

4.7.3 End Office (continued)

D. Chargeable Optional Features

1. 800 Data Base Access Service

800 Data Base Query Charge

The basic query charge is assessed the customer based on the query of the 800+NXX+XXXX number dialed and/or delivered to the customer in conjunction with 800 Data Base Access Service or Toll Free 8YY Transit Traffic Service. 800+NXX+XXXX calls delivered to the customer are based on information derived via queries to the 800 Data Base.

2. Presubscription

Subsequent to the installation of Exchange Access Service and after the end user's initial selection of a Primary Interexchange Carrier (PIC), for any additional change in selection, a nonrecurring charge applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service.

3. Operator Transfer

This option allows end user Customers who dial 0- to be transferred to the Customer's Operator service by Company operators.

See Current Rates for current rates.

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4. SWITCHED ACCESS SERVICE

4.7 Switched Access Rate Application (continued)

4.7.4 Feature Group D Usage Measurement

For originating calls over FGD with multi-frequency address signaling, usage measurement begins when the originating entry switch receives the first wink supervisory signal forwarded from the customer's point of termination. For originating calls over FGD with out of band signaling, usage measurement begins when the last point of switching sends the initial address message to the customer.

The measurement of originating call usage over FGD ends when the originating entry switch receives disconnect supervision from either the 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.

For terminating calls over FGD, the measurement of access minutes begins when the 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 over FGD ends when the FGD entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

For 800 Data Base Access usage measurement begins when the originating end office switch receives the first wink supervisory signal forwarded from the customer's point of termination. 800 Data Base Access usage measurement ends when the originating end office receives on-hook 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 end office.

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5. SUPPLEMENTAL SERVICES

5.1 Miscellaneous Services

5.1.1 Presubscription

A. Dialing Parity/1+ IntraLATA

The Company provides the capability for full 2-PIC (IntraLATA toll & InterLATA) dialing parity, allowing customers to presubscribe to one carrier for all InterLATA calls and to the same or another carrier for all IntraLATA toll calls. One InterLATA IXC and one IntraLATA IXC may be selected for each trunk. The Company has converted all its central offices on a statewide basis.

The Company provides full 2-PIC dialing parity in each LATA in which the Company provides service.

The Company has not yet received a bona fide request from an Interexchange Carrier ("IXC") wishing to provide IntraLATA toll service to the Company's local service customers. When such a request has been received and implemented, the Company will inform new local service customers of the dialing parity feature and, upon request, will provide customers a randomly ordered list of carriers available to them in their geographic area.

The Company will utilize competitively neutral business office practices when an existing customer contacts the Company to request information on dialing parity or to change to an alternate IntraLATA toll carrier. Upon request, the Company will provide customers a randomly ordered list of IntraLATA toll carriers available to them in their geographic area. Unless an existing subscriber requests a change to their presubscribed IntraLATA toll carrier ("PTC"), any IntraLATA toll traffic will continue to be carried over the Company's network.

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5. SUPPLEMENTAL SERVICES

5.1 Miscellaneous Services (continued)

A. Dialing Parity/1+ IntraLATA (continued)

The Company will accept customer-initiated or carrier-initiated requests for alternate IntraLATA toll carriers. If all necessary access facilities already exist, the PTC selection will be processed within three business days. Should the installation of new access facilities (e.g., from the Company switch to the IXC or from the customer premises to the Company switch) be required, the PTC selection will be completed within three business days of the new facilities being fully provisioned and operational. The new facilities will be provisioned within standard provisioning intervals.

At this time, the Company will not impose charges on its customers for presubscribing to an alternate carrier or for changing their PTC selection.

Any carrier that wishes to be listed as a provider of IntraLATA toll service must notify the Company at least 30 days before offering service. A carrier that wishes to offer IntraLATA toll service to the Company's local customers must establish direct interconnection of its network with the Company's network. Other Access Service Request ("ASR") requirements are available from the Company's Carrier Service Center. The Company will implement ASRs that require the installation of new access facilities in accordance with standard provisioning intervals.

Because the Company has not yet received an ASR to provide IntraLATA toll dialing parity, the Company has not sent out customer notices regarding its implementation of dialing parity. The Company will provide notice to its subscribers of the availability of IntraLATA toll dialing parity by means of a one-time mailing. This mailing will be sent within 60 days of the Commission's approval of this plan, provided that at least one ASR has been received from an alternate carrier.

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3. DEDICATED ACCESS SERVICE

3.6 Rates for Dedicated Access Services

3.6.3 DS3 Service (44.736 Mbps)

A. Basic DS3 Service

This service consists of a DS3 (44.736 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. There is a 1-year minimum service period for each Basic DS3.

1. Local Distribution Channel: This rate element applies to each end-point of a transmission channel.

| | | | |
|-----------------------|---------------|---------------|---------------|
| | <u>1 Year</u> | <u>3 Year</u> | <u>5 Year</u> |
| Non-Recurring | \$1,110 | \$476 | \$46 |
| Recurring (per month) | | | |
| <u>Basic Service</u> | <u>Zone 1</u> | <u>Zone 2</u> | <u>Zone 3</u> |
| 1 year | \$2,285 | \$2,349 | \$2,498 |
| 3 years | \$1,161 | \$1,204 | \$1,234 |
| 5 years | \$933 | \$965 | \$988 |

2. Interoffice Channel Mileage-Fixed:

| | | | |
|-----------------------|---------------|---------------|---------------|
| Recurring (per month) | | | |
| <u>Basic Service</u> | <u>Zone 1</u> | <u>Zone 2</u> | <u>Zone 3</u> |
| 1 year | \$310 | \$310 | \$310 |
| 3 years | \$277 | \$277 | \$277 |
| 5 years | \$261 | \$261 | \$261 |

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CURRENT RATES

3.6 Rates for Dedicated Access Services (continued)

3.6.3 DS3 Service (44.736 Mbps)

A. Basic DS3 Service

3. Interoffice Channel Mileage-Per Mile:

Recurring (per month per mile)

| | <u>Basic Service</u> | <u>Zone 1</u> | <u>Zone 2</u> | <u>Zone 3</u> |
|---------|----------------------|---------------|---------------|---------------|
| 1 year | | \$96 | \$96 | \$96 |
| 3 years | | \$67 | \$67 | \$77 |
| 5 years | | \$38 | \$38 | \$59 |

4. Volume Discounts - Basic Service - Local Distribution Channel (Per End):

Zones are specified in Section 3, Pages 1 through Page 3.

| <u># of DS3s</u> | | <u>1 Year</u> | <u>3 Year</u> | <u>5 Year</u> |
|------------------|--------|---------------|---------------|---------------|
| 2 | Zone 1 | \$1,619 | \$1,135 | \$913 |
| | Zone 2 | \$1,660 | \$1,174 | \$944 |
| | Zone 3 | \$1,758 | \$1,203 | \$965 |
| 3 | Zone 1 | \$1,508 | \$1,097 | \$884 |
| | Zone 2 | \$1,546 | \$1,135 | \$913 |
| | Zone 3 | \$1,634 | \$1,161 | \$933 |
| 4-6 | Zone 1 | \$1,390 | \$1,078 | \$828 |
| | Zone 2 | \$1,424 | \$1,102 | \$842 |
| | Zone 3 | \$1,503 | \$1,157 | \$879 |
| 7-12 | Zone 1 | \$1,168 | \$884 | \$710 |
| | Zone 2 | \$1,195 | \$901 | \$722 |
| | Zone 3 | \$1,257 | \$941 | \$748 |
| 13-24 | Zone 1 | \$977 | \$735 | \$631 |
| | Zone 2 | \$998 | \$746 | \$639 |
| | Zone 3 | \$1,045 | \$775 | \$660 |

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3. DEDICATED ACCESS SERVICE

3.6 Rates for Dedicated Access Services (continued)

3.6.4 Basic DS1 Service (1.544 Mbps)

A. Local Distribution Channel:

Non Recurring \$270.00

Recurring (per month)

| <u>Basic Service</u> | <u>Zone 1</u> | <u>Zone 2</u> | <u>Zone 3</u> |
|----------------------|---------------|---------------|---------------|
| 1 year | \$163 | \$169 | \$181 |
| 3 years | \$119 | \$123 | \$132 |
| 5 years | \$107 | \$111 | \$119 |

B. Interoffice Channel Mileage-Fixed:

Recurring (per month)

| <u>Basic Service</u> | <u>Zone 1</u> | <u>Zone 2</u> | <u>Zone 3</u> |
|----------------------|---------------|---------------|---------------|
| 1 year | \$62 | \$62 | \$62 |
| 3 years | \$36 | \$36 | \$45 |
| 5 years | \$24 | \$24 | \$41 |

C. Interoffice Channel Mileage-Per Mile:

Recurring (per month per mile)

| <u>Basic Service</u> | <u>Zone 1</u> | <u>Zone 2</u> | <u>Zone 3</u> |
|----------------------|---------------|---------------|---------------|
| 1 year | \$22 | \$22 | \$22 |
| 3 years | \$15 | \$15 | \$15 |
| 5 years | \$13 | \$13 | \$13 |

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3. DEDICATED ACCESS SERVICE

3.6 Rates for Dedicated Access Services (continued)

3.6.5 Hubbed DS1 Service

Rated as DS1 Local Distribution Channel

Monthly Recurring

| <u>Non-Recurring</u> | <u>1 Year</u> | <u>3 Year</u> | <u>5 Year</u> |
|----------------------|---------------|---------------|---------------|
| \$0.01* | \$559 | \$501 | \$471 |

Rated as standard DS3 Circuit

Monthly Recurring

| <u>Service Configuration</u> | <u>Non-Recurring</u> | <u>1 Year</u> | <u>3 Year</u> | <u>5 Year</u> |
|---|--|-------------------------------|-------------------------------|-------------------------|
| DS1 Fanout Channel | \$270 (Zone 1) (Zone 2) (Zone 3) | \$163 \$169 \$181 | \$119 \$123 \$132 | \$107 \$111 \$119 |
| DS3 Channel Between Client Location/TC Node | \$0.01* (Zone 1) (Zone 2) (Zone 3) | \$2,285 \$2,349 \$2,498 | \$1,161 \$1,204 \$1,234 | \$933 \$965 \$988 |
| Optional DS3/1 Mux @ Client Location | \$900 | \$559 | \$501 | \$471 |

* Rate currently waived.

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3. DEDICATED ACCESS SERVICE

3.6 Rates for Dedicated Access Services (continued)

3.6.6. DS0 Service

A. Local Distribution Channel

1. Non-Recurring Charges

| | |
|--------------------|--------------------------|
| 2 Wire Voice Grade | \$325.00 |
| 4 Wire Voice Grade | \$325.00 |
| 2.4 to < 56 Kbps | \$400.00 |
| 56 or 64 Kbps | \$400.00 |
| 56 or 64 Kbps x N | \$250 x N 2/ \$3,000 Max |

2. Monthly Charges

| | |
|--------------------|---------|
| 2 Wire Voice Grade | \$23.00 |
| 4 Wire Voice Grade | \$40.00 |
| 2.4 to < 56 Kbps | \$75.00 |
| 56 or 64 Kbps | \$75.00 |
| 56 or 64 Kbps x N | \$75.00 |

B. Interoffice Mileage

| | <u>Fixed</u> | <u>Per Mile</u> |
|--------------------|--------------|-----------------|
| 2 Wire Voice Grade | \$13.00 | \$1.00 |
| 4 Wire Voice Grade | \$13.00 | \$1.00 |
| 2.4 to < 56 Kbps | \$13.00 | \$1.00 |
| 56 or 64 Kbps | \$13.00 | \$1.00 |
| 56 or 64 Kbps x N | \$13.00 | \$1.00 |

3.6.7 Hubbed DS0 Service

| <u>Standard Rate Elements</u> | <u>Non-Recurring</u> | <u>Monthly Recurring</u> | | |
|-------------------------------|----------------------------------|--------------------------|---------------|---------------|
| | | <u>1 Year</u> | <u>3 Year</u> | <u>5 Year</u> |
| DS1 Service | - - - Standard DS1 Rate Schedule | - - - | - - - | - - - |
| DS1/0 MUX @ TC Node | \$0 | \$330 | \$247 | \$232 |
| DS0 Fanout Channel | - - - Standard DS1 Rate Schedule | - - - | - - - | - - - |

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3. DEDICATED ACCESS SERVICE

3.7 Non-Standard Offerings

3.7.1 Special Arrangements

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, charges based on cost will apply.

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4. SWITCHED ACCESS SERVICE

4.6 Switched Access Rates

SERVICE ORDERS

| Service Component | Non-Recurring Charge |
|--|----------------------|
| -Installation Charge - Per Line or Trunk | \$931.00 |
| -Access Order Charge - Per Access Request | \$ 45.00 |
| -Engineering Change Charge - Per Access Request | \$ 80.00 |
| -Service Date Change - Per Access Request | \$ 18.00 |
| -Design Change - Per Access Request | \$ 54.00 |

SWITCHED TRANSPORT

| Service Component | Rates | |
|----------------------------------|-----------------------|-------------------|
| | Non-Recurring | Recurring |
| Entrance Facility-DS3 | Rate Currently Waived | Note 1 |
| Entrance Facility-DS1 | \$270 | Note 1 |
| Direct Trunked Transport Mileage | Non-Recurring | Recurring |
| -DS3 Fixed | None | Note 1 |
| -DS3 Per Mile | None | Note 1 |
| -DS1 Fixed | None | Note 1 |
| -DS1 Per Mile | None | Note 1 |
| Tandem Switched Transport | Non-Recurring | Per Access Minute |
| -Tandem Trans. Fixed | None | \$.000103 |
| -Tandem Trans. Per Mile | None | \$.000013 |
| -Tandem Switching | None | \$.001116 |
| Common Channel Signaling Access | Non-Recurring | Recurring |

Note 1: The Company's rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (ILEC) which serve the territory in which the traffic originates or terminates, as set forth in AT&T Ohio PUCO Tariff No. 20, Part 21.

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4. SWITCHED ACCESS SERVICE

4.6 Switched Access Rates (continued)

END OFFICE

| Service Component | Originating (\$ Per MOU) | Terminating (\$ Per MOU) |
|--|-----------------------------|-----------------------------|
| Switched Access - No Minimum Volume** | \$.003487 | \$.003487 |

800 DATABASE ACCESS

| Service Component | Non-Recurring | Per Query |
|---------------------|---------------|------------|
| 800 Data Base Query | None | \$0.002303 |

OPERATOR TRANSFER

| Service Component | Non-Recurring | Per Call |
|---------------------------------|---------------|----------|
| Operator Transfer (per call) | None | \$0.21 |

PRESUBSCRIPTION (IntraLATA Presubscription Change Charge, per line)

| Service Component | Non-Recurring | Recurring |
|--|---------------|-----------|
| Presubscription (Manual PIC Change) | \$5.00 | None |
| Presubscription (Electronic PIC Change) | \$0.00 | None |

** This charge is a combination of the switching rate (.003116) and switching port charge (.000371).

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TITLE PAGE

SCHEDULE

FOR

TELEPORT COMMUNICATIONS AMERICA, LLC.

BASIC LOCAL TELEPHONE EXCHANGE SERVICES

INCLUDING

REGULATIONS

AND

SCHEDULES OF RATES

APPLYING IN THE STATE OF OHIO

Effective January 1, 2013, the Teleport Communications America, LLC.,
Basic Local Telephone Exchange Services Tariff hereby supersedes and
replaces TCG Ohio Basic Local Telephone Exchange Services Tariff in its
entirety.

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PRICE LIST

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PREFACE

TARIFF FORMAT

Page Numbering

Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially in each Section. When a new page is added between existing pages with whole numbers, an alpha character is added. For example, a new page added between pages 4 and 5 would be 4A.

Page Revision Numbers

Revision numbers also appear in the upper right hand corner of the page. These numbers are used to determine the most current page version on file. For example, a fourth revised page cancels a third revised page.

Numbering Sequence

There are nine levels of alpha-numeric coding. Each level is subservient to its previous higher level. The following is an example of the numbering sequence used in this tariff.

- 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.
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PREFACE

TARIFF FORMAT (continued)

Explanation of Symbols - Coding of Tariff Revisions

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The symbols and their meanings are:

- C - to signify a changed regulation
- D - to signify discontinued rate or regulation
- I - to signify an increase in price
- N - to signify new rate or regulation
- R - to signify a reduction in price
- T - to signify a change in text but no change in price or regulation

Trademarks and Service Marks

Trademarks and Service Marks to the extent, if any, used throughout this tariff, are Trademarks and Service marks of AT&T Corp. and are as specified in the Master Table of Contents and/or the appropriate Service Section of this tariff.

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PREFACE

DEFINITIONS

Certain terms used generally throughout the tariff is defined below.

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

Authorized User: A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

Bit: The smallest unit of information in the binary system of notation.

CCS: One hundred call seconds or one hundred seconds of telephone conversation. One hour of telephone traffic is equal to 36 CCS (60 x 60=3600 divided by 100=36) which is equal to one erlang.

Central Office: A switching unit providing telecommunication services to the general public, designed for terminating and interconnecting lines and trunks.

Communications Services: The Company's intrastate regulated telecommunications services.

Customer: The person, firm or corporation which purchases service and is responsible for the payment of charges and compliance with the Company's regulations.

Dial Pulse or ("DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial or ("DID"): Provides capability for direct inward dialing to a PBX without attendant assistance.

Direct Outward Dial or ("DOD"): Provides recognition, by the exchange telephone network, of the capability of a PBX for direct outward dialing to an outside station without attendant assistance.

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PREFACE

DEFINITIONS (continued)

Dual Tone Multi-Frequency or ("DTMF"): The pulse type employed by tone dial station sets. Duplex Service: Service which provides for simultaneous transmission in both directions.

Duplex Service: Service which provides for simultaneous transmission in both directions.

Exchange Access Line: All of the Company's Central Office equipment and outside plant facilities that are needed to connect the serving Central Office up to and including the Company-provided Network Interface or equivalent

Exchange Area

An Exchange Area is the geographical area served by a Rate Center.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Ground Start: Describes the signaling method between the PBX/key system interface and the Company's switch. It is also a request for service.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed base don the specific circumstances of the case.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified in the Company's tariff.

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DEFINITIONS (continued)

Kbps: Kilobits per second, denotes thousands of bits per second.

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

Local Exchange Service: The furnishing services to the Company's customers within an exchange for local calling. This service also provides access to and from the telecommunications network for long distance calling.

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.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

Network: Refers to the Company's facilities, equipment, and services provided under this tariff.

Out-Only: A service attribute which restricts DID.

P.nn: The grade of service for a telephone system. The digits following the P, i.e., nn, indicate the number of calls per hundred that are blocked by the system. It is a goal or measure of an event. In the example AP.01", means one call in a hundred can be blocked, so the system is designed to meet this criterion.

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DEFINITIONS (continued)

Primary Basic Exchange Service: The first business basic exchange lines at a Customer's premises, and the first two business basic exchanges access lines at a business premises, that consist of a dial tone line and the associated usage service.

Point of Connection: Also abbreviated "POC.": A location designated by the Company for the connection of Customer-provided wiring and terminal equipment to the services offered under the tariffs of the Company.

Port: A connection to the Company's switching network with one or more voice grade communications channels, each with a unique network address (telephone number), dedicated to the Customer. Each port is equipped with a Terminal Interface.

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Primary Distribution Node: A location on the Company's switching network, designated by the Company as an aggregation and interconnection point.

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

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DEFINITIONS (continued)

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

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

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

Terminal Interface: The method of physical connection between a Company-provided service and a Customer's or User's transmission cable, inside wiring, or terminal equipment. Depending upon the service ordered by the Customer, there may be a choice of terminal interfaces. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

Two Way: A service attribute that includes a combination of DID and DOD capabilities.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided to the Customer under a Company tariff.

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1. APPLICATION OF TARIFF

1.1 APPLICATION

1.1.1 General

This tariff sets forth rates and rules applicable to the provision and resale of Business Local Exchange Telecommunications Services defined herein by Teleport Communications America, LLC., hereinafter referred to as the "Company". Local Exchange Services are furnished for the use of end users in placing and/or receiving local telephone calls within the Local Service Area.

Each service is offered independent of the others unless otherwise noted. Service is offered via the Company's facilities or in combination with resold exchange services, intraLATA services or transmission facilities provided by other certificated carriers.

When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company or are used by another company as a part of the regulated or unregulated services offered by that Company, the regulations of the Company apply only to the use of the Company's services and facilities.

The Company may offer various unregulated services in conjunction with or ancillary to its regulated services from time to time. The rates, terms and conditions of unregulated services are described in the Service Guide. Any unregulated services not described in the Service Guides will be governed by contract between the Company and the Customer.

Services under this Tariff will be offered and billed under the name of the Teleport Communications Group Operating Company serving the customers location, or under the name of a subsidiary or affiliate, including but not limited to AT&T Corp., AT&T Communications and any AT&T affiliates authorized to provide AT&T services prior to November 17, 2005. Services may be offered singly or in bundles with services offered by Teleport Communications or their affiliates.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 General

The Company undertakes to provide the services offered in this tariff on the terms and conditions and at the rates and charges specified herein.

Basic Local Exchange Services consist of any of the services offered pursuant to this tariff, either individually or in combination. Each service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities in combination with resold services provided by other certificated carriers.

Services, features and functions will be provided where facilities, including but not limited to, billing capability, technical capability and the ability of the Company to purchase underlying services, features and functions and/or unbundled network elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNES), are available. The Company reserves the right to withdraw any service provided pursuant to this tariff or to modify its terms and conditions, upon 30 days notice, in the event that changes occur (including regulatory changes) which affect either the availability of facilities to the Company, or the terms and conditions upon which they are obtained. The foregoing is in addition to all other existing rights retained by the Company to modify or withdraw its services at any time.

The Company's obligation to furnish service, features and/or facilities is also dependent upon its ability to provide, secure and retain, without unreasonable expense to the Company (a) suitable facilities and rights for construction and maintenance of the necessary circuits and equipment, (b) suitable space for its plant and facilities in the building where service is or is to be provided, (c) facilities for interconnection form alternate suppliers.

In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.2 Scope

Basic Local Exchange Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in the tariffs of the Company, a month is considered to have 30 days.

2.1.3 Limitations

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

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

The tariffs of the Company shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.4 Provision of Equipment and Facilities

- A. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment used to provide services that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change, or rearrange any equipment or facility at any time, but will not thereby alter the technical parameters of the service provided to the Customer without advance notification to the Customer.
- D. Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. The reception of signals by Customer-provided equipment.
- G. Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the other communications carrier that are applicable to such connections.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.5 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of existing facilities or additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

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.

2.1.6 Customer Equipment

A Customer may transmit or recover information or signals via the facilities of the Company.

A. Station Equipment

Customer-provided terminal equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer. Conformance of Customer-provided station equipment with part 68 of the FCC Rules is the responsibility of the Customer.

The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents carried on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring must be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

B. Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Services and the channels, facilities, or equipment of others shall be provided by the Company, at the Customer's expense.

Local Exchange Services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with the terms and conditions of this Company's Tariff and the tariffs of the other communications carriers which are applicable to such connections.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.6 Customer Equipment (continued)

C. Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in the section for the installation, operation, and maintenance of Customer-provided facilities, equipment and wiring in the connection of Customer-provided facilities and equipment to Company-provided facilities and equipment.

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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 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.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.7 Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.

A Customer or User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charge.

2.1.8 Non-Routine Installation

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

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.9 Ownership of Facilities

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

2.1.10 Optional Rates and Information Provided to the Public

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

2.1.11 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

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2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY

2.2.1 Service Liability

- A. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special, reliance, consequential, or other such damages. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for Interruptions.
- B. The Company is not liable for any act or omission of any other communications provider which furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

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2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (continued)

2.2.1 Service Liability (continued)

- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and authorized user 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, operation, 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 paragraph as a condition precedent to such installations.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.
- G. 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.
- H. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "911" or to any other person who may be affected by the dialing of the digits "911".

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2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (continued)

2.2.2 Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

2.2.3 Credit Allowance for Interruptions

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or of an authorized or joint user, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.

A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

No interruption allowance shall be made for failures in facilities provided with or by other carriers except as may otherwise be provided in other Sections of this tariff. Credit is not allowed for interruptions to service of less than seventy-two hours.

Basic Local Exchange Service subscribers who experience a service interruption in excess of seventy-two hours and who call to report the outage to the Company shall be provided a credit equal to at least one month's charges for any local services rendered inoperative.

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2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (continued)

2.2.3 Credit Allowance for Interruptions (continued)

B. No credit allowance will be made for:

1. interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;
2. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. 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;
4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
7. interruption of service due to circumstances or causes beyond the control of the Company;
8. interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (continued)

2.2.4 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 Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, 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.

2.2.5 Violation of Regulations

When any terminal equipment or communications system is used with Local Exchange Services in violation of any of the provisions of this tariff, the Company will take immediate action, based on the circumstances, to protect its services or interests, including disconnection of the service, and will promptly notify the Customer of the violation. The Customer shall discontinue such improper use of the terminal equipment or communications system or correct the violation and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in disconnection of the Customer's service until such time as the Customer complies with the provisions of this Tariff.

2.2.6 Privacy

Every billing and collection agent providing services for Company Customers must abide by the Public Service Law and the Public Service Commission's regulations and orders with respect to Customer proprietary network information, Automatic Number Identification, Private Listings, Caller ID and privacy principles, with respect to any services or Customer information obtained by the Company.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 Customer Responsibilities

A. The Customer shall be responsible for:

1. The payment of all applicable charges pursuant to this tariff.

The Customer is responsible for the payment of any charges related to access to or use of intra- or inter-LATA toll services in order to originate or terminate calls on a 1+ basis or to receive 8YY service. The Customer is solely liable for charges assessed by AT&T or other providers for such services.

2. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or the noncompliance by the Customer with these regulations, or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
3. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment or facilities, space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of associated equipment or facilities used to provide Local Exchange Services to the Customer from the cable building entrance or property line to the location of the equipment or facilities space described above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company- provided equipment or facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.1 Customer Responsibilities (Continued)

A. The Customer shall be responsible for: (Continued)

5. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance in such area by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
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 Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
7. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.2 Claims

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

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

The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisement, or infringement of copyright arising directly or indirectly from the material transmitted over its facilities or the use thereof; and against all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.3 Resale and Sharing

Any service provided under the Company tariffs may be resold to or shared with other persons at the option of Customer, except as provided in this tariff. Customer remains solely responsible (a) for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs of the Company, (b) for determining who is authorized to use its services, and (c) for notifying the Company of any unauthorized use. Business rates apply to all service that is resold or shared.

2.3.4 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs. From each joint use arrangement, one member will be designated to be the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.3.5 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.

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2. GENERAL REGULATIONS

2.4. PAYMENTS AND CHARGES

2.4.1 Establishment and Reestablishment of Credit

The Company will conduct a credit investigation of each commercial service Customer or applicant prior to accepting the service order, Customer deposit or advance payment. A Customer whose service has been discontinued for non payment of bills for any telecommunications service(s) provided by AT&T will be required to pay all bills due the Company for telecommunications services or make a reasonable deferred payment arrangement and to re-establish credit before service is restored or any service started.

If service is established and it is subsequently determined that the applicant is indebted to the Company for service previously furnished, the Company may suspend or terminate such service until satisfactory arrangements have been made for the payment of the prior indebtedness.

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2. GENERAL REGULATIONS

2.4. PAYMENTS AND CHARGES

2.4.2 Billing and Collection

The Customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the Customer.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this tariff. Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company. Recurring charges are billed monthly in advance of the month in which service is provided, except where prohibited by law. Usage sensitive charges are billed monthly for usage incurred by the Customer during the preceding billing period(s). Bills are due by the payment due date shown on the bill.

When service does not begin on the first day of the billing cycle, or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis, except as otherwise expressly provided in this tariff.

Usage for Prime Services is timed and rated per call in increments specified in the applicable service tariffs. Timing begins with the completion of the connection and ends with the termination of the connection. Partial increments will be rounded up to the next full increment on a per call basis and partial cents will be rounded to the next whole cent, on a per call basis.

Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date 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 the Service Guides of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

When a Customer reschedules the effective service date of an order less than thirty (30) days prior to the originally requested service date, the Customer may be charged a rescheduling charge equal to a maximum of one hundred percent (100%) of the non-recurring charges per arrangement, per reschedule. If a Customer reschedules more than thirty (30) days after the originally scheduled installation date, Monthly Recurring Charges may be charged beginning thirty-one (31) days after the original installation date.

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2. GENERAL REGULATIONS

2.4 PAYMENTS AND CHARGES

2.4.3 Billing Disputes

If the customer disputes its bill, the Company must be notified in a timely fashion. If notice is not received in a timely fashion, the bill statement shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may request information or assistance from the Commission.

2.4.4 Advance Payments

The Company may require a Customer or applicant to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service, advance payments of recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted, may be required at the time of application. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made.

A Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

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2. GENERAL REGULATIONS

2.4 PAYMENTS AND CHARGES (continued)

2.4.5 Deposits for Business Customers

- . To safeguard its interests, the Company may require a Business Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

A deposit may be required in addition to an advance payment.

When service is terminated, the amount of the deposit will be applied to any indebtedness to the Company for service charges. Cash deposits are not to exceed 230% of a reasonable estimate of one month's service charges for the installation of Basic Local Exchange Service for any person that it determines, in its discretion, is not creditworthy.

2.4.6 Returned Check Charges

In addition to any late payment charges specified in this tariff, the Business Customer will be assessed a charge for each check, draft or electronic funds transfer submitted by the Customer to the Company which a financial institution refuses to honor.

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2. GENERAL REGULATIONS

2.4 PAYMENTS AND CHARGES (continued)

2.4.7 Late Payment Charge

The Company may apply a Late Payment Charge if any portion of the Customer's payment is received by the Company after the payment due date or if any portion of the payment is received by the Company in funds which are not immediately available, providing billing capability exists.

The late factor shall be 1.0% per month unless an applicable law or regulation specifies a lower interest rate to be charged or portion thereof applied from the 31st calendar day after payment date to and including the date that the Company actually receives the payment. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at the time.

2.4.8 Charge Increases

The Company reserves the right to increase charges for Services provided to the customer, regardless of any term commitment, as a result of (a) expenses incurred by the Company reasonably relating to regulatory assessments stemming from an order, rule or regulation of any regulatory authority or court having competent jurisdiction; (b) other governmental charges or fees; c) charges or payment obligations imposed on the Company related to termination of domestic or international calls to mobile numbers; or (d) reductions in amounts other carriers are required to pay to the Company or increases in the amount the Company is required to pay to other carriers. Customers with tariffed based contracts will be held to the terms and conditions of their contract until such contract is expired.

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2.GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE, REFUSAL, SUSPENSION AND CHANGES

2.5.1 Cancellation of Service

A. Cancellation of Service Order

Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it would otherwise not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

Where the Company incurs an expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage applies.

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2.GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE, REFUSAL, SUSPENSION AND CHANGES

2.5.1 Cancellation of Service

B. Cancellation of Service

The Customer must provide Company with 45 days advance written notice of a service cancellation or termination. If a Customer cancels or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer agrees to pay to the Company the following sums within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in in 2.4 preceding: all costs, fees and expenses reasonably incurred in connection with:

1. All non-recurring charges reasonably expended by the Company to establish service to the Customer; and
2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company; and
3. All recurring charges for the balance of the then-current term; and
4. Any other charges specified in the service order for such early cancellation or termination.

The above sums will become due and owing as of the effective date of the cancellation or termination and be payable within the period, as set forth in this Tariff.

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2. GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE AND CHANGES (continued)

2.5.2 Discontinuance of Service

The Company may discontinue or refuse to furnish any and/or all service(s) to the Customer or Applicant for service without incurring any liability if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, assets or services, or to comply with any governmental requirement or prohibition.

If a Customer (or any reseller or intermediary in the sales chain between the Customer and an end user) fails to comply with the terms of service or with any applicable federal, state, or municipal law or regulation, the Company may, on written notification to the Customer, immediately deny requests for additional service and/or suspend, restrict or discontinue providing services to the non-complying Customer. If the non-compliance is not cured to Company's reasonable satisfaction within 30 days after the date of notification, the Company may discontinue the service upon five days notice to the Customer. Company may pursue any other available remedies with respect to the conduct that constitutes non-compliance.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. In addition, the Company may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer, to be immediately due and payable.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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2. GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE AND CHANGES (Continued)

2.5.2 Discontinuance of Service (Continued)

- A. The Company may without incurring any liability, discontinue or suspend service immediately pursuant to the following:

Customer violates any material term or condition for furnishing service

1. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of communications services, or its planned use of the Company's service(s); or
2. The Customer states that it will not comply with a request of the Company for security for the payment for service(s) or advance payments; or
3. The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
4. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by:
 - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by Company; or
 - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (c) Any other fraudulent means or devices.
 - (d) The use of profane or obscene language.
 - (e) The use of the service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment, or harass another.

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2. GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE AND CHANGES (Continued)

2.5.2 Discontinuance of Service (Continued)

- B. Upon the Customer's nonpayment of any amounts owing to the Company for services found herein, the Company may, by giving 7 days prior written notice to the Customer, discontinue or suspend service not earlier than 14 days after the due date without incurring any liability.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to the Customer 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.
- D. Upon any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may with or without prior written notice discontinue service without incurring any liability.

2.5.3 Application of Partial Payments

If a Customer continues to pay all current bills, defined as that portion of the amount owed by the Customer for services contained herein that is not more than 30 days overdue, the Company shall not discontinue service for non-payment of a past due amount for the Company's services when the Customer has entered into an amortization agreement with the Company. Payments for current bills shall first be credited to the Company's Basic Local Exchange service. Past due amounts collected under the amortization schedule will first be applied by the Company to eliminating any over-due payments for Basic Local Exchange service. A reasonable period of amortization of past due amounts shall be three months for business service. Amortization is not appropriate unless the past due amount of the Customer is greater than twice the average monthly bill for the class of service to which the Customer belongs over the last six months for the use of the Company's serviced contained in this tariff.

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2. GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE AND CHANGES (continued)

2.5.3 Termination Liability

The Customer will furnish the Company with forty-five (45) days prior written notice should it desire to terminate an application or contract, in whole or in part, for which the initial application or contract period is in excess of one month at the same location.

Existing customers who have not renewed their contracts prior to the effective date of this tariff will be subject to these notice requirements.

A. Facilities

New customers who sign a contract on or after the effective date are subject to these notice requirements. Upon the Customer's discontinuance of a term agreement for facilities prior to the expiration of the agreed upon term, the termination liability will be equal to the monthly charge multiplied by the number of months remaining on the contract - discounted for present value of 6%.

B. Usage

Existing customers who have not renewed their contracts prior to the effective date of this tariff will be subject to these notice requirements. New customers who sign a contract on or after the effective date are subject to these notice requirements. In the event that a customer has a term commitment for usage and disconnects service prior to the expiration of the usage term, the termination liability with respect to minutes of use charges shall be a monthly usage charge applied for the remaining months of the usage contract - discounted for present value of 6%. The monthly usage charge will be determined by calculating the average monthly usage of the first 6 months of the term. In the event that a customer disconnects within the first 6 months of their usage term, the liability usage charges will be calculated by averaging total usage dollars divided by the number of months activated.

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2. GENERAL REGULATIONS

2.5. CANCELLATION, DISCONTINUANCE AND CHANGES (continued)

2.5.3 Termination Liability

C. Termination Liability

In the event that one or more Local Services are terminated prior to the completion of the Minimum Retention Period, a Service Termination Charge will apply. For Local Services that are terminated with less than twelve months remaining to be completed in the Minimum Retention Period for that Local Service, a Service Termination Charge equal to three months recurring charges will apply. For Local Services that are terminated with between twelve and twenty-three months remaining to be completed in the Minimum Retention Period for that Local Service, a Service Termination Charge equal to six months recurring charge will apply. For Local Services that are terminated with twenty-four or more months remaining to be completed in the Minimum Retention Period for that Local Service, a Service Termination Charge equal to nine months recurring charges will apply.

2.5.5 Changes in Service

If the Customer makes or requests material changes in circuit engineering, equipment or facility specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, Customer's installation fee shall be adjusted accordingly.

2.5.6 Reserved for Future Use

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. GENERAL REGULATIONS

2.5. CANCELLATION, DISCONTINUANCE AND CHANGES (continued)

2.5.7 Restoration of Service

If a customer's service is restored after having been suspended and/or disconnected but a Company service order to terminate such service has not been completed when such service is restored, the Customer may be required to pay a restoration of service charge.

When a Customer's service has been disconnected and the service has been terminated through the completion of a Company service order, service may be re-established only upon receipt of an application of new service.

Service initiated after the discontinuance for non-payment will be subject to the standard nonrecurring charges for new service. Service that has been re-established may require the assignment of a new telephone number.

If any Company service has been suspended, restricted or discontinued for nonpayment, service will be re-established no later than one day upon receipt of all charges due, including charges for services and facilities during a period of restriction or suspension and including a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoration of service will be effected upon bank clearance of the check.

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2. GENERAL REGULATIONS

2.6 NOTICES AND COMMUNICATIONS

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, postage 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.

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2. GENERAL REGULATIONS

2.7 PROVISION FOR CERTAIN LOCAL TAXES AND FEES

2.7.1 General

Customer will 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 the Company's net income). Such taxes will be separately stated on the applicable invoice.

2.7.2 Allocation

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee and may list the amount separately on the bill.

2.7.3 Additional Surcharges

The Company may include surcharges on the customer's bill as required by the Public Utility Commission, the state government pursuant to state law or the federal government.. Surcharges may include, but are not limited to, the High Cost Fund, the 9-1-1 surcharge, and the Telecommunications Relay Service Fund.

A. Telecommunications Relay System

Customers may be assessed a charge per lien per month to fund the Telecommunications 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 the Public Utilities Commission of Ohio levied upon the Company.

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2. GENERAL REGULATIONS

2.8 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- 1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 2) of a type other than that which the Company would normally utilize in the furnishing of its services;
- 3) over a route other than that which the Company would normally utilize in the furnishing of its services;
- 4) in a quantity greater than that which the Company would normally construct;
- 5) on an expedited basis;
- 6) on a temporary basis until permanent facilities are available;
- 7) involving abnormal costs; or
- 8) in advance of its normal construction.

2.8.1 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any 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: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

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2. GENERAL REGULATIONS

2.8 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (continued)

2.8.2 Basis for Cost Computation

The costs referred to in 2.8.1 preceding may include one or more of the following items to the extent they are applicable:

- A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1) equipment and materials provided or used,
 - 2) engineering, labor and supervision,
 - 3) transportation,
 - 4) rights of way, and
 - 5) any other item chargeable to the capital account;
- B. annual charges including the following:
 - 1) cost of maintenance;
 - 2) 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;
 - 3) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
 - 4) any other identifiable costs related to the facilities provided; and
 - 5) an amount for return and contingencies.

2.8.3 Termination Liability

- A. 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 the customer.
- B. The maximum termination liability is equal to the total cost of the special facility as determined under 2.8.2, proceeding, adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided.
- C. The maximum termination liability as determined in paragraph A. shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

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2. GENERAL REGULATIONS

2.8 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (continued)

2.8.5 Term

The minimum term for any Service shall not be less than one (1) month, unless otherwise agreed by the Company. The Customer and Company may agree to longer minimum terms for particular services.

2.8.6 Extension of Line Facilities

Extensions of line facilities for exchange service will generally be made without construction charges under the normal construction programs of the Company to meet the needs of present or future applicants for new permanent telephone exchange service to permanent premises for year round occupancy.

2.8.7 Moves, Adds and Changes

Upon receipt of written notice from the Customer, the Company will add, delete or change locations or features of specific lines and equipment. The Company shall charge the Customer a nonrecurring charge for such service. In the event that in excess of 10% of the lines and equipment installed are deleted, the Customer will be subject to the Company's standard termination charge.

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2. GENERAL REGULATIONS

2.9 APPLICATION OF RATES

The regulations set forth in this Section govern the application of rates for services contained in the tariffs of the Company.

2.9.1 Rates Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Usage is timed and rated per call in increments specified in the applicable service tariffs.
- B. Timing begins with the completion of the connection and ends with the termination of the connection.
- C. Partial increments will be rounded up to the next full increment on a per call basis and partial cents will be rounded to the next whole cent on a per call basis.

2.9.2 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No.4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

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2. GENERAL REGULATIONS

2.9 APPLICATION OF RATES (Continued)

2.9.2 Rates Based Upon Distance (Continued)

- B. The airline distance between any two Rate Centers is determined as follows:
- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
 - 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two coordinates.
 - 3) Square each difference obtained in step (b) above.
 - 4) Add the square of the "V" difference and the square of the difference obtained in step (c) above.
 - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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3. SERVICE AREAS

3. LOCAL CALLING AREAS

3.2.1 Local Calling Area Exchanges

Basic Local Exchange Service is offered in the following counties:

Athens, Belmont, Brown, Butler, Carroll, Clark, Clermont, Clinton, Coshocton, Cuyahoga, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Jefferson, Lake, Lawrence, Licking, Lorain, Madison, Medina, Meigs, Monroe, Montgomery, Morgan, Muskingum, Noble, Perry, Pickaway, Preble, Ross, Scioto, Summit, Tuscarawas, Union, Warren, and Washington Service Areas Within the State of Ohio.

3.2.2 Local Calling Exchange Service Areas

Local Calling Exchange Services are provided in limited geographic areas. Exchange Services bearing the following NPA-NXX designations are provided at the following locations and in the following areas.

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|--|
| Aberdeen | Aberdeen, Ripley |
| Akron | Akron, Atwater, Greensburg, Hartville, Kent, Manchester, Mogadore, North Canton, Uniontown, Ravenna, Rootstown |
| Alexandria | Cincinnati Metropolitan Area |
| Alliance | Alliance, Atwater, Canton, Marlboro, Sebring |
| Alton | Alton, Canal Winchester, Cheshire Center, Columbus, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, London, New Albany, Pataskala, Rathbone, Sunbury, Resaca, Reynoldsburg, Westerville, W. Jefferson, Worthington |
| Arabia | Arabia, Guyan, Ironton, Walnut |
| Atwater | Akron, Atwater, Alliance, Kent, Marlboro, Ravenna, Rootstown |
| Adena | Adena, Cadiz, Dillonvale-Mt. Pleasant, Wheeling: Zone VII, Wheeling: Zone VIII |

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|--|
| Barnesville | Barnesville, Beallsville, Bethesda, Fairview, Morrystown, Quaker City, Somerton |
| Beallsville | Beallsville, Barnesville, Bethesda, Clarington, Somerton, Woodsfield |
| Beavercreek | Dayton Metropolitan Area, Donnelsville, Enon, Jamestown, Medway, New Carlisle, Spring Valley, Xenia |
| Bedford | Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Chesterland, Cleveland, Columbia Station, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby |
| Belfast | Belfast, Hillsboro, Marshall, Sugar Tree Ridge |
| Bellaire | Wheeling: Zone VI, Wheeling: Zone VII, Wheeling: Zone VIII |
| Bellbrook | Dayton Metropolitan Area, Donnelsville, Enon, Medway, New Carlisle, Spring Valley, Xenia |
| Belpre | Belpre, Marietta |

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|--|
| Berea | Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Chesterland, Cleveland, Columbia Station, E. Claridon, Elyria, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, North Eaton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby |
| Bethesda | Bethesda, Barnesville, Beallsville, Centerville, Morristown, Somerton, Wheeling: Zone VIII |
| Bloomington | Bloomington, Jeffersonville, New Holland, Sedalia, Washington Court House |
| Bloomingtonville | Bloomingtonville, Castalia, Sandusky |
| Bloomingtondale | Amsterdam, Bloomingtondale, Hopedale, Jewett, Richmond, Smithfield, Steubenville, |
| Bowersville | Bowersville, Jamestown, Milledgeville, Xenia |
| Brecksville | Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Chesterland, Cleveland, Columbista, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby |
| Brilliant | (a) Brilliant, Mingo Junction, Smithfield, Steubenville |
| Burton | Burton, Chagrin Falls, Cleveland, Terrace |

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|---|
| Canal Fulton | Canal Fulton, Akron, Canton, Manchester, Massillon, North Canton |
| Canal Winchester | Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Carroll, Lancaster, Amanda, Baltimore, Cheshire Center, Pataskala, Rathbone, Sunbury |
| Canfield | Canfield, North Jackson, North Lima, Salem, Youngstown |
| Canton | Canton, Alliance, Canal Fulton, Hartsville, Louisville, Magnolia-Waynesburg, Marlboro, Massillon, Navarre, North Canton |
| Carroll | Baltimore, Carroll, Canal Winchester, Columbus, Lancaster |
| Castalia | Castalia, Bloomingville, Sandusky |
| Cedarville | Cedarville, Jamestown, Pitchin, South Solon, South Charleston, Yellow Springs-Clifton, Xenia |
| Centerville | Beallsville, Bethesda, Centerville, Powhatan Point, Wheeling Zone 6, Wheeling Zone 8 |
| Chagrin Falls | Aurora, Bainbridge, Bedford, Berea, Brecksville, Burton, Chagrin Falls, Cleveland, Columbia Station, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, Newbury, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland |

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|--|
| Cheshire | Cheshire, Gallipolis, Pomeroy, Vinton |
| Chesterland | Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, E. Claridon, Gates Mills, Hillcrest, Independence, Montrose, Newbury, North Royalton, Olmsted Falls, Russell, Strongsville, Terrace, Trinity, Victory, Wickliffe, Willoughby, Chesterland, Kirtland |
| Christiansburg | Christiansburg, Fletcher Lena, New Carlisle, North Hampton |
| Cincinnati | Cincinnati Metropolitan Area, Butlerville, Fayetteville, Mason, South Lebanon, Lebanon, Oxford, Morrow |
| Clarington | Clarington, Beallsville, Duffy, Woodsfield |
| Clermont | Cincinnati Metropolitan Area, Mason, Fayetteville |
| Cleveland | Aurora, Avon Lake, Bainbridge, Bedford, Berea, Brecksville, Burton, Chagrin Falls, Cleveland, Columbia Station, E. Claridon, Elyria, Gates Mills, Grafton, Hillcrest, Hinckley, Independence, Leroy, Montrose, Montville, Newbury, North Royalton, North Eaton, Northfield, Olmsted Falls, Perry, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland |
| Columbiana | Columbiana, East Palestine, Lisbon, Leetonia, New Waterford, North Lima, Rogers, Salem, Youngstown |

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|--|
| Columbus | Carroll, Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, London, Ashville, Alexandra, Baltimore, Cheshire Center, Delaware, Johnstown, Kilbourne, Mt. Sterling, Pataskala, Rathbourne, Sunbury, Granville, Resaca, Plain City |
| Conesville | Conesville, Coshocton, Dresden, West Lafayette |
| Corning | Corning, New Lexington, Shawnee |
| Coshocton | Coshocton, Conesville, West Lafayette |
| Dalton | Dalton, Massillon |
| Danville | Danville, Hillsboro, Sugar Tree Ridge |
| Dayton | Dayton Metropolitan Area, Donnelstville, Enon, Franklin, Jamestown, Medway, Middletown, New Carlisle, Spring Valley, Yellow Springs-Clifton, Xenia |
| Donnelstville | Donnelstville, Dayton Metropolitan Area, Enon, Medway, New Carlisle, North Hampton, Springfield |
| Dresden | Dresden, Conesville, Zanesville |
| Dublin | Columbus, Alton, Canal Winchester, Chesire Center, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Delaware, Pataskala, Plain City, Rathbone, Sunbury |
| Duffy | Duffy, Clarrington, Graysville, New Matamoras, Woodsfield |

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3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|---|
| East Liverpool | East Liverpool, Lisbon, Rogers, Salineville, Wellsville |
| East Palestine | East Palestine, Columbiana, Lisbon, New Waterford, Rogers, Salem, Youngstown |
| Enon | Enon, Dayton Metropolitan Area, Donnelsville, Springfield, Yellow Springs-Clifton |
| Fairborn | Dayton Metropolitan Area, Donnelsville, Enon, Medway, New Carlisle, Spring Valley, Yellow Springs-Clifton |
| Findlay | Findlay |
| Fletcher-Lena | Fletcher-Lena, Christiansburg, Piqua |
| Fostoria | Fostoria, New Riegel |
| Flushing | Flushing, Cadiz, Freeport, Wheeling Zone 8 |
| Franklin | Dayton, Franklin, Miamisburg-West, Carrolton, Middletown |
| Fremont | Fremont, Lindsey |
| Fultonham | Fultonham, New Lexington, Roseville, Somerset, Zanesville |
| Gahanna | Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Cheshire Center, Johnstown, Pataskala, Rathbone, Sunbury, Plain City |
| Gallipolis | Gallipolis, Cheshire, Guyan, Rio Grande, Vinton, Walnut |

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3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|---|
| Gates Mills | Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbia Station, E. Claridon, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland, Kirtland, Mentor |
| Girard | Girard, Hubbard, Niles, Youngstown |
| Glenford | Glenford, New Lexington, Somerset, Thornville |
| Gnadenhutten | Gnadenhutten, Newcomerstown, Uhrichsville |
| Graysville | Graysville, Duffy, Lewisville, New Matamoras, Woodsfield |
| Greensburgh | Greensburg, Akron, Manchester, North Canton, Uniontown |
| Grove City | Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Cheshire Center, Mt. Sterling, Pataskala, Rathbone, Sunbury |
| Groveport | Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Cheshire Center, Rathbone, Pataskala, Sunbury |
| Guyan | Guyan, Arabia, Gallipolis, Walnut |
| Hamilton | Cincinnati Metropolitan Area, Morning Sun, Mason, Oxford |

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|--|
| Harrisburg | Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, London, Cheshire Center, Mt. Sterling, Pataskala, Rathbone, Sunbury |
| Harrison | Cincinnati Metropolitan Area, Mason |
| Hartville | Hartville, Akron, Canton, Louisville, Marlboro, North Canton, Uniontown |
| Hillcrest | Aurora, Bainbridge Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbia Station, E. Claridon, Elyria, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland, Kirtland |
| Hilliard | Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Cheshire Center, Pataskala, Plain City, Rathbone, Sunbury, Resaca |
| Hillsboro | Hillsboro, Belfast, Danville, Marshall, Rainsboro, Sugar Tree Ridge |
| Holland | Toledo Metropolitan Area |
| Hubbard | Hubbard, Girard, Lowellville, Youngstown, Sharon |

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|--|
| Independence | Aurora, Bainbridge Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbista, Gates Mills, Hillcrest, Hinckley, Montrose, North Royalton, Northfield, Olmsted Falls, Perry, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland |
| Irononton | Irononton, Arabia |
| Jamestown | Jamestown, Beavercreek, Bowersville, Cedarville, Dayton, Jeffersonville, Milledgeville, South Solon, Xenia |
| Jeffersonville | Jeffersonville, Bloomingburgh, Jamestown, Milledgeville, Sedalia, South Solon, Washington Court House |
| Kent | Kent, Akron, Atwater, Mantua, Mogadore, Ravenna, Rootstown |
| Kirtland | Kirtland, Chesterland, Gates Mills, Hillcrest, Mentor, Painesville, Terrace, Wickliffe, Willoughby |
| Knoxville | Knoxville, Steubenville, Toronto, Richmond |

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3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|--|
| Lancaster | Lancaster, Canal Winchester, Carroll, Rushville, Sugar Grove |
| Leetonia | Leetonia, Lisbon, Columbiana, Salem, Youngstown |
| Leroy | Leroy, Cleveland, Mentor, Painesville, Willoughby |
| Lewisville | Lewisville, Graysville, Woodsfield |
| Lindsey | Lindsey, Fremont |
| Lisbon | Lisbon, Columbiana, East Liverpool, East Palestine, Leetonia, Rogers, Salem, Salineville, Wellsville, New Waterford |
| Little Miami | Cincinnati Metropolitan Area, Mason, South Lebanon, Fayetteville, Morrow |
| Lockbourne | Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Ashville, Cheshire Center, Pataskala, Rathbone, Sunbury |
| London | London, Alton, Columbus, Harrisburg, Sedalia, South Charleston, South Solon, South Vienna, West Jefferson |
| Louisville | Louisville, Canton, Hartville, North Canton |
| Lowellville Mason | Lowellville, Hubbard, North Lima, Youngstown Cincinnati Metropolitan Area, South Lebanon, Lebanon, Mason, Morrow, Waynesville |
| Mingo Junction | Mingo Junction, Steubenville, Brilliant |

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3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|--------------------------|---|
| Magnolia-Waynesburg | Mangonlia-Wanesburg, Caton |
| Manchester | Manchester, Akron, Canal Fulton, Greensburg |
| Mantua | Mantua, Kent, Ravenna |
| Marietta | Marietta, Newport, Belpre, New Matamoras |
| Marlboro | Marlboro, Alliance, Atwater, Canton, Hartville, Rootstown |
| Marshall | Marshall, Belfast, Hillsboro, Rainsboro |
| Martins Ferry-Bridgeport | Wheeling: Zone VI, Wheeling: Zone VII, Wheeling: Zone VIII |
| Massillon | Massillon, Canal Fulton, Canton, Dalton, Navarre, North Canton |
| Maumee | Toledo Metropolitan Area |
| Medway | Medway, Dayton Metropolitan Area, Donnelsville, New Carlisle, Springfield |
| Mentor | Mentor, Gates Mills, Krtland, Leroy, Painesville, Wickliffe, Willoughby |
| Miamisburg-West | Dayton Metropolitan Area, Donnelsville, Enon, Franklin, Medway, New Carlisle, Spring Valley |

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3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|-----------------------|---|
| Middletown | Middletown, Dayton, Franklin, Monroe, Trenton |
| Milledgeville | Milledgeville, Bowersville, Jamestown, Jefferson, Washington Court House |
| Mingo Junction | Mingo Junction, Steubenville |
| Mogadore | Mogadore, Akron, Kent, Uniontown |
| Monroe | Monroe, Middletown, Trenton |
| Montrose | Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Chesterland, Cleveland, Columbista, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby |
| Morristown | Morristown, Barnesville, Bethesda, Fairview, Wheeling Zone 8, Flushing |
| Murray City Mentor | Murray City, Nelsonville, Shawnee Mentor, Gates Mills, Kirkland, Leroy, Painesville, Wickliffe, Willoughby, Perry |

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|---|
| Navarre | Navarre, Canton, Massillon |
| Nelsonville | Nelsonville, Murray City, Shawnee |
| New Albany | Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Cheshire Center, Johnstown, Pataskala, Rathbone, Sunbury, Plain City |
| New Carlisle | New Carlisle, Christiansburg, Dayton Metropolitan Area, Donnelville, Medway, North Hampton, Springfield |
| Newcomerstown | Newcomerstown, Gnadenhutten, Washington Court House |
| New Lexington | New Lexington, Corning, Fultonham, Glenford, Roseville, Shawnee, Somerset, Thornville, Zanesville |
| New Matamoras | New Matamoras, Duffy, Graysville, Marietta, Newport |
| Newport | Newport, Marietta, New Matamoras |
| New Waterford | New Waterford, Columbiana, East Palestine, Rogers, Lisbon, North Lima, Youngstown |
| Niles | Niles, Girard, North Jackson, Youngstown |
| North Canton | North Canton, Akron, Canal Fulton, Canton, Greensburg, Hartville, Louisville, Massillon, Uniontown |
| North Hampton | North Hampton, Christiansburg, Donnelville, New Carlisle, Springfield, Tremont City |
| North Jackson | North Jackson, Canfield, Niles, Youngstown |

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3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|---|
| North Lima | North Lima, Canfield, Columbiana, Lowellville, Youngstown, New Waterford |
| North Royalton | Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbia Station, Elyria, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, North Eaton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland |
| Norwich | Norwich, Pilo, Zanesville |
| Olmsted Falls | Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbiana, Elyria, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, North Eaton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland |
| Painesville | Chardon, Kirkland, Leroy, Madison, Mentor, Montville, Perry, Painesville, Willoughby |
| Powhatan Point | Powhatan Point, Centerville, Clarington, Beallsville, Wheeling Zone 6, Wheeling Zone 8 |
| Painesville | Painesville, Kirtland, Leroy, Mentor, Willoughby |
| Perrysburgh | Toledo Metropolitan Area |
| Philo | Philo, Norwich, Roseville, Zanesville |
| Piqua | Piqua, Fletcher-Lena |
| Pitchin | Pirchin, Cedarville, South Charleston, Springfield, Yellow Springs-Clifton |

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3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|--|
| Rainsboro | Rainsboro, Hillsboro, Marshall |
| Ravenna | Akron, Atwater, Ravenna, Kent, Mantua, Rootstown |
| Reynoldsburg | Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Alexander, Baltimore, Cheshire Center, Pataskala, Rathbone, Sunbury |
| Rio Grande | Rio Grande, Gallipolis, Vinton, Walnut, Ripley, Aberdeen |
| Richmond | Richmond, Amsterdam, Steubenville, Bergholz, Knoxville |
| Seven Mile | Cincinnati Metropolitan Area, Oxford |
| Smithfield | Smithfield, Brilliant, Steubenville, Dillonvale-Mt. Pleasant, Tiltonsville |
| Somerton | Somerton, Barnesville, Beallsville, Bethesda, Woodsfield |
| Rogers | Rogers, Columbiana, East Liverpool, East Palestine, Lisbon, New Waterford |
| Rootstown | Rootstown, Atwater, Kent, Marlboro, Ravenna, Akron |
| Roseville | Roseville, Rultonham, New Lexington, Philo, Zanesville |
| Rushville | Rushville, Lancaster, Somerset, Thornville |

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|---|
| St. Clairsville | Bethesda, Wheeling: Zone VI, Wheeling: Zone VII, Wheeling: Zone VIII |
| Salem | Canfield, East Palestine, Salem, Columbiana, Leetonia, Lisbon, Youngstown |
| Salineville | Salineville, East Liverpool, Lisbon, Wellsville |
| Sandusky | Sandusky, Bloomingville, Castalia |
| Sebring | Sebring, Alliance |
| Sedalia | Sedalia, Bloomingburg, Jeffersonville, London, South Solon |
| Sharon | Sharon, Hubbard, Youngstown |
| Shawnee | Shawnee, Corning, Murray City, Nelsonville, New Lexington |
| Somerset | Somerset, Fultonham, Glenford, New Lexington, Rushville, Thornville |
| Somerton | Somerton, Barnesville, Beallsville, Bethesda, Woodsfield |
| South Charleston | South Charleston, Dedarville, London, Pitchin, South Solon, South Vienna, Springfield |

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|--|
| South Solon | South Solon, Cedarville, Jamestown, Jeffersonville, London, Sedalia, South Charleston |
| South Vienna | South Vienna, London, South Charleston, Springfield |
| Springfield | Springfield, Donnelsviele, Enon, Medway, New Carlisle, North Hampton, Pitchin, South Charleston, South Vienna, Tremont City, Yellow Springs-Clifton |
| Spring Valley | Spring Valley, Dayton Metropolitan Area, Xenia |
| Steubenville | Steubenville, Mingo Junction, Toronto, Amsterdam, Bergholz, Bloomingdale, Brilliant, Dillonvale-Mt. Pleasant, Hopedale, Knoxville, Richmond, Smithfield, Tiltonsville |
| Strongsville | Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbista, Elyria, Gate Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, North Eaton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland |
| Sugar Grove | Sugar Grove, Lancaster |
| Sugar Tree Ridge | Sugar Tree Ridge, Belfast, Danville, Hillsboro, Winchester |

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|--|
| Terrace | Aurora, Bainbridge, Bedford, Berea, Brecksville, Burton, Chagrin Falls, Cleveland, Columbista, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Burton, Chesterland, Kirtland |
| Thornville | Thornville, Glenford, New Lexington, Rushville, Somerset |
| Tiffin | Tiffin, New Riegel |
| Tiltonsville | Tiltonsville, Wheeling Zone 7, Dillonvale-Mt. Pleasant, Smithfield, Steubenville |
| Toledo | Toledo Metropolitan Area |
| Toronto | Knoxville, Toronto, Steubenville, Wellsville |
| Tremont City | Tremont City, Steubenville, Wellsville |
| Trenton | Trenton, Middletown, Monroe |
| Trinity | Aurora, Avon Lake, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbia Station, Elyria, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, North Eaton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland |

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|------------------------|---|
| Uhrichsville | Uhrichsville, Gnadenhutten |
| Uniontown | Uniontown, Akron, Greensburg, Mogadore, Hartville, North Canton |
| Upper Sandusky | Upper Sandusky |
| Vandalia | Dayton Metropolitan Area, Donnelville, Enon, Medway, New Carlisle, Spring Valley |
| Victory | Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbia Station, Elyria, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, North Eaton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland |
| Vinton | Vinton, Cheshire, Gallipolis, Rio Grande |
| Walnut | Walnut, Arabia, Gallipolis, Guyan, Rio Grande |
| Washington Court House | Washington Court House, Bloomingburg, Jeffersonville, Milledgeville, New Holland |
| Wellsville | Wellsville, East Liverpool, Lisbon, Salineville, Toronto |

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|----------------------|--|
| Westerville | Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Delaware, Johnstown, Kilbourne, Pataskala, Rathbone, Sunbury, Plain City |
| West Jefferson | Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, London, Cheshire Center, Pataskala, Plain City, Rathbone, Sunbury, Resaca |
| West Lafayette | West Lafayette, Conesville, Coshocton, Newcomerstown |
| Whitehouse | Toledo Metropolitan Area |
| Wheeling Zone 6 | Wheeling Zone 6, Wheeling Zone 7, Wheeling Zone 8, Powhatan Point, Centerville |
| Wickliffe | Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbia Station, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland, Kirtland, Mentor |
| Wheeling Zone 8 | Wheeling Zone 8, Morristown, Flushing, Adena, Bethesda, Wheeling Zone 6, Wheeling Zone 7, Centerville |

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

| <u>Exchange Area</u> | <u>Local Calling Exchange Areas</u> |
|------------------------|---|
| Willoughby | Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbia Station, Gates Mills, Hillcrest, Hinckley, Independence, Leroy, Montrose, North Royalton, Northfield, Olmsted Falls, Perry, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland, Kirtland, Mentor, Painesville |
| Winchester | Winchester, Sugar Tree Ridge |
| Woodsfield | Woodsfield, Beallsville, Clarington, Duffy, Graysville, Lewisville, Somerton |
| Worthington | Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Cheshire Center, Delaware, Kilbourne, Pastaskala, Rathbone, Sunbury, Plain City |
| Zanesville | Zanesville, Dresden, Fultonham, Norwich, Philo, Roseville, New Lexington, Adamsville, Frazeyburg, Gratiot |
| Xenia | Xenia, Beavercreek, Bellbrook, Bowersville, Cedarville, Jamestown, Spring Valley, Yellow Springs-Clifton, Dayton |
| Yellow Springs-Clifton | Yellow Springs-Clifton, Cedarville, Enon, Fairborn, Ptiching, Xenia, Springfield, Dayton |
| Zanesville | Zanesville, Dresden, Fultonham, Norwich, Philo, Roseville, New Lexington |

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4. SPECIAL ARRANGEMENTS

4.1 CONTRACTS

The Company may offer customized service packages under special arrangements on a case by case basis. Service offered under this tariff provision will be provided to customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff.

4.2 MARKET TRIALS

The Company may offer service to test and evaluate service capabilities, Implementation procedures, technical processes, etc., or for market research including rate experimentation purposes. Such trials will be for a limited duration.

4.3 PROMOTIONAL OFFERINGS

From time to time, the company will introduce promotional offerings. The Company may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research, or rate experimentation purposes. Such offerings will be for a limited duration.

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5. EMERGENCY NUMBER SERVICE (911)

5.1 GENERAL

- 5.1.1 This tariff provides for Emergency Number Service (911 Service) which is an arrangement of Company Central Office and trunking facilities whereby any user who dials the number 911 will reach the Public Safty Answering Point (PSAP) for the telephone from which the number is dialed or will be routed to an operator if all lines to the PSAP are busy. The telephone user who dials the 911 number will not be charged for the call.
- 5.1.2 Emergency Number Service (911), is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the Customer may receive telephone calls dialed to the telephone number 911, from service users within a 911 service area.
- 5.1.3 Two types of 911 service are offered: Basic 911 (911) and Enhanced 911 Service (E911).
- A. Basic 911 Service: provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single PSAP equipped to receive those calls.
 - B. E911 Service provides additional features: such as selective routing of 911 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that central office area; E911 trunks; Automatic Number Identification and PSAP Data Base Establishment and Update Service.
- 5.1.4 The 911 calling party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating access line location are furnished to the PSAP.

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5. EMERGENCY NUMBER SERVICE (911)

5.2 DEFINITIONS

Automatic Location Identification (ALI) - an E911 feature that provides information automatically to the PSAP with each E911 call, including the caller's telephone number, the service address or location of the telephone, and supplementary emergency services information of the location from which a call originates. Additional telephones with the same number as the calling party's (secondary locations, off-premise extensions, etc.) are identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI) - telephone number associated with the access line from which a call originates.

911 Service Area - the geographic area in which a particular PSAP will respond to all 911 calls and dispatch appropriate emergency assistance.

911 Trunks - trunks between a serving central office and a PSAP or between two central offices, except where one of the central offices is a remote unit. In instances where one of the central offices is a remote unit, nonrecurring charges and monthly rates do not apply to that segment of the 911 trunk.

Emergency Number Service - a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) serving the customer's location may receive telephone calls dialed to the telephone number 911. The 911 Service includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central offices areas arranged for 911 calling.

Emergency Service Number (ESN) - a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary PSAP, and possibly one or more secondary PSAPs.

Emergency Telephone Service Charge - a charge for the network start-up costs, custom notification costs, billing costs including an allowance for uncollectibles and network nonrecurring and recurring installation, maintenance, service, and equipment network charges of the Company providing 911 service.

PSAP Data Base Establishment and Update Service - provides the PSAP with the initial list, as well as periodic updates of customer names, telephone numbers and addresses for ALI.

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5. EMERGENCY NUMBER SERVICE (911)

5.2 DEFINITIONS (continued)

Public Safety Answering Point (PSAP) - facility equipped and staffed to receive 911 calls, operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 911 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

Serving Central Office - central office from which a PSAP, either primary or secondary, is served.

Service Supplier - any provider of regulated telephone service to service user in the state.

5.3 EMERGENCY TELEPHONE SERVICE CHARGE

5.3.1 The Company may assess customers a fee, on a recurring basis, nonrecurring basis, or both to recover the costs incurred by the Company for providing 911 service, and may, where permitted, also assess and remit appropriated surcharges or other amounts payable to public or other agencies that provide 911 service.

5.3.2 Because the Company's serving boundaries may not coincide with political subdivisions and 911 service district boundaries, the Company may assess standard fees and surcharges upon all service users served by a central office providing 911 service.

5.4 RATES AND CHARGES

5.4.1 Appropriate recurring and non-recurring service charges apply as set forth in the applicable Commission tariffs of the Company or by concurrence with other telephone company tariffs or by special contractual agreements between the Company and the appropriate governmental agency.

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5. EMERGENCY NUMBER SERVICE (911)

5.5 RULES AND REGULATIONS

This service is limited to the use of central office telephone number 911 as the emergency telephone number.

The Company shall not be required to provide 911 Service to less than an entire central office (switching entity).

The Company will not provide both Basic 911 and Enhanced 911 service within a given central office (switching entity).

911 Service is furnished to the customer only for the purpose of receiving reports of emergencies from the public.

Intercept service for the seven-digit emergency numbers replaced by 911 will be provided, upon request, for up to one year or until the next customer directory issuance, whichever is longer, at no charge.

911 Service lines are arranged for one-way incoming service to the appropriate PSAP. These lines cannot be used to originate calls from a PSAP.

911 Service lines are provided solely for the benefit of the customer operating the PSAP. The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of, or creating any obligation, either expressed or implied, toward any third person or legal entity other than the customer.

The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the service users to have the ability to access the PSAP.

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5. EMERGENCY NUMBER SERVICE (911)

5.5 RULES AND REGULATIONS (continued)

Any terminal equipment (PSAP) used in connection with 911 Service, whether such equipment is provided by the Company or the customer, shall not be permitted to be used to extract any information from the Data Management System, other than information relating to number identified as the source of as in-progress 911 call.

E911 information consisting of the names, addresses and telephone numbers of telephone customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential- Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls and is not to be used or disclosed by the customer, its agents or employees for any other purpose.

ANI/ALI may not be displayed on calls placed over party lines.

The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this and other Tariffs.

The rates charged for 911 Service do not include the monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall be responsible for making such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.

The Company's liability to the customer, the 911 calling party or any other party or persons for any loss or damage arising from errors, interruptions, omissions, delays, defects, failures, or real functions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, shall not exceed the amount equivalent to the pro-rata charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credits, which may be given for an out-of-service condition.

The customer and participating governmental units and agencies each agree to release, indemnify, defend, and hold harmless the Company, from any and all loss, claims, demands, suits or other action, or any liability whatsoever, other than the Company's sole negligence, arising out of the customer's use of 911 service, whether suffered, made, instituted or asserted by the customer or by any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others; and the customer and participating governmental units and agencies agree to purchase and maintain adequate insurance against such liability.

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5. EMERGENCY NUMBER SERVICE (911)

5.5 RULES AND REGULATIONS (continued)

The customer agrees to release, indemnify, defend, and hold harmless the Company from any infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection 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 911 service hereunder, and which arise out of the negligence or other wrongful act of the customer, its user agencies or municipalities, or the employees or agents of any one of them.

The installation of initial or subsequent 911 exchange lines to maintain applicable the Company standards, will be provided, at the appropriate charges by the Company.

Because the Company's telephone exchange boundaries and political subdivisions and 911 service district boundaries may not coincide, as a condition of 911 Service, the customer must handle or make arrangements to handle all 911 calls that originate from telephones served by central offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.

Application for 911 Service must be made in writing by the customer. If application for service is made by an agent, the Company must be provided with satisfactory written proof of authority of the agent by the customer.

The customer shall:

- A. Subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, for receiving non-911 calls, and for operator forwarded calls.
- B. Subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming 911 lines recommended by the Company.
- C. Appoint a coordinator who will be responsible for the implementation of the final 911 service plan and the determination of the Emergency Telephone Service Charge, and will oversee the annual auditing process, and negotiate call handling situations where central office overlaps.

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6. SUPPLEMENTAL SERVICES

6.1 CONNECTION CHARGES

6.1.1 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 2 of this Tariff.

Refer to the Price List.

6.1.2 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

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.

Add

The addition of a vertical service to existing equipment and/or service at one location.

Change

Change, including rearrangement or reclassification of existing service at the same location.

Changes to a billing name or address will be assessed a nonrecurring charge.

6.1.3 Rates and Charges

See Price List

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6. SUPPLEMENTAL SERVICES

6.2 CHARGES ASSOCIATED WITH PREMISES VISIT

6.2.1. Terms and Conditions

The customer may ask for an estimate or a firm bid before requesting a Company technician to visit the customers' premises. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time (measured in 1/2 hour increments) and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested. Special Construction charges are identified in Section 2.

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6. SUPPLEMENTAL SERVICES

6.3 NONRECURRING CHARGES

6.3.1 Service Order Charge

Requests for ordering, connecting, installing, changing or moving of telecommunications services that relate to the Company's basic local exchange services under this tariff are subject to nonrecurring Service Order Charges on a per order basis. Service Order Charges do not apply to disconnection of service.

6.3.2 Line Move or Add with Dispatch

Adds or moves to an existing Basic Local Service line that requires dispatch of Company personnel to a Customer location are subject to nonrecurring charges on a per site, per hour basis, with a one hour minimum charge per site, beginning from the time when the Company's employee or contractor enters the Customer's location. Charges are rounded to the nearest work hour with a 1hour minimum.

6.3.3. Record Order Charge

A Record Order Charge is applied to existing Basic Local Service Customers who initiated a change to their billing records, including but not limited to a suspension of services, change in mailing address of billing party, change in name of billing party, or an addition or change of IntraLATA calling plan services. Changes to such information will be charged a record order charge on a per request basis.

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. SUPPLEMENTAL SERVICES

6.4 PRIMARY INTEREXCHANGE CARRIER (PIC) CHANGE CHARGE

A PIC Change Charge is a non-recurring charge. It applies to existing Local Service Customers who request a change in their PIC designation for pre-subscription of IntraLATA service. The charge is applied on a per-line or per-trunk basis. When both the IntraLATA and InterLATA designation is changed at the same time, only one PIC change charge applies.

The PIC Change Charge applies to the following services contained in this tariff: PrimePath Lines and Trunks, PrimePath Lines on INCS, Prime Digital Trunks, Integrated Prime Digital Trunks, Prime Digital Trunks on INCS, Integrated PrimePath Lines and Trunks, Integrated PrimePath NBX, PrimePath NBX and PrimeNBX.

See the Price List for PIC Change Charge

6.5 RESERVED FOR FUTURE USE

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7. END USER NETWORK ACCESS SERVICES

7.1 INTRODUCTION

The Company undertakes to provide end users with network access services as described in this tariff. End User Network Access Service provides a Customer with the ability to connect its terminal equipment, inside wiring, or transmission facilities to the Company's switched network for the origination and reception of telephonic communications, and includes optional features designed to facilitate the use or expand the functionality of communications services. Services may be provided by the use of the Company's own facilities, by resale of services provided by other telephone companies, or by a combination of these methods.

Each End User Network Access Service is provided in the form of a Port (with an integral Terminal Interface) which corresponds to one or more analog, communications channels. End User Network Access services are designed to transmit any electrical signal within the nominal frequency range of 300 to 3000 Hz. Customers may transmit any form of signals, including data transmissions, that are compatible with the transmission parameters of the service, but the Company does not warrant that the services will be suitable for any purpose other than voice communication.

All of the Company's transmission facilities will meet all technical and service standards set by the Commission. At a minimum, connection to the Company's End User Network Access Service provides:

- Dual tone multi frequency signaling capability on the local access line;
- Facsimile and data transmission of at least 2400 bits per second on analog access lines served from the public switched network when the Customer uses modulation demodulation devices rated for such capability;
- Transmission insertion loss (as measured at the interface with the Company's network at the Customer's location and including any losses in central office equipment) that does not exceed 8.5 dB 1000 +/- 20 HERTZ on all local access lines;
- Circuit noise from the network interface at the Customer's premises to and including the central office termination at a level not exceeding 25 dBrnC for individual lines of less than 30,000 feet in length. For lines exceeding 30,000 feet, the measured circuit noise will not exceed 30 dBrnC.

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7. END USER NETWORK ACCESS SERVICES

7.2 ACCESS TO PUBLIC SWITCHED NETWORK SERVICES

End User Network Access Services provide a Customer with one or more voice-grade Port connections to the Company's switched network, each of which enables the Customer to:

- A. Receive calls from other stations on the public switched telephone network;
- B. Access the Company's Local Calling Services as specified in Section 9 of this tariff, Directory Assistance Services as specified in the Section 6, intraLATA toll services as specified in Section 9, and unregulated services offered by the Company;
- C. Access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling;
- D. Customers may presubscribe to another provider's interLATA services in order to originate interLATA calls on a 1 + basis or to receive 800 service from such provider, or may access other providers' intraLATA and interLATA services by dialing the provider's Carrier Identification Code. The Customer is solely liable for charges assessed by other providers for their services; and
- E. Originate calls to the Dual Party Relay Service (DPRS) which enables deaf, hard-of-hearing or speech-impaired persons using Telephone Devices for the Deaf (TDDs) or similar devices to communicate freely with the hearing population not using TDDs and vice versa. The Company does not impose any charge to end users for access to DPRS; however, persons using this service are liable for applicable per-call charges specified in the Company's tariffs. The Company will provide, at cost, a TDD device to each individual who is certified as deaf or severely hearing or speech impaired by a licensed physician, audiologist or qualified state agency.

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7. END USER NETWORK ACCESS SERVICES

7.2 ACCESS TO PUBLIC SWITCHED NETWORK SERVICES (continued)

- F. End User Network Access services may not be used to originate calls to Community Information Services (i.e., 976 blocking and similar services for which a charge is imposed in addition to the ordinary local usage charge) offered by other licensed Exchange Service providers within the Customer's local calling area.
- G. End User Network Access services are provided through a Terminal Interface at a Company-designated Point of Connection, or through a standard demarcation point established by another service provider. The Customer is responsible for providing the appropriate transmission facilities, cabling or wiring between the Point of Connection or demarcation point and its premises. Depending upon the service ordered by the Customer, there may be a choice of Terminal Interfaces. In such cases, the Customer is responsible for specifying a Terminal Interface which is compatible with the Customer-provided transmission facilities, cabling, wiring, or terminal equipment.
- H. Each End User Network Access service corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

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7. END USER NETWORK ACCESS SERVICES

7.3 INTERCONNECTION OF INTERSTATE FACILITIES

Users may interconnect communications facilities that are used in whole or in part for interstate communications to End User Network Access services only to the extent that the User is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition):

"End User means any Customer of interstate or foreign telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses telecommunications service for administrative purposes and a person or entity that offers telecommunications services 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.

7.3.1 Points of Connection

- A. Services terminate at a Point of Connection established by the Company. The Point of Connection will ordinarily be located in the same building as the Customer's or User's Premises; however, a Customer may elect to be served by a Point of Connection in a different building, in which case the Customer is responsible for providing or obtaining, at its own expense, the necessary wire or cable to connect its Premises to the Point of Connection. In a multi-tenant building, the Point of Connection will ordinarily be established in a common area of the building such as an equipment room or wire closet. Customers may connect their transmission facilities, cabling, wiring or terminal equipment to the Company's network at the Point of Connection.
- B. The Company will establish a Point of Connection upon request within a building, campus, or other Customer premises located in a Company-served exchange area, if in the Company's opinion it can recoup its up-front capital cost, ongoing operational cost and provide a fair return to shareholders from the revenue stream derived from the new Point of Connection. A Point of Connection may be established at any location where the preceding conditions are not satisfied, subject to the rates, terms, and conditions applicable to Special Construction as specified in this tariff.

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7. END USER NETWORK ACCESS SERVICES

7.4 NETWORK ACCESS LINE SERVICES

The provision of Network Access Line service at the rates, charges, terms and conditions shown is subject to the provision of other sections of this tariff and the AT&T Ohio Business Service Guide.

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8. RESERVED FOR FUTURE USE

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9. PRIMEONE LOCAL SERVICE

9.1 LATA CALLING SERVICE

9.1.1 Description

LATA Calling Services allow for the origination and termination of calls within local and toll calling areas from listed exchanges. Local calling plans are marketed under the brand name of PrimeOne, and is provided in conjunction with connection to the Company's network via the access lines listed:

- PrimePath Business Line
- PrimeOne Local Calling Plans

9.1.2 Timing of Messages

- A. Unless other wise indicated, all calls are timed in 6 (six) second increments following the first 18 (eighteen) seconds.
- B. For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- C. For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- D. Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- E. Calls originating in one time period and terminating in another will be billed the rates in effect at the beginning of six second increments.
- F. For collect calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

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9. PRIMEONE LOCAL SERVICE

9.1 LATA CALLING SERVICE (continued)

9.1.3 PrimeOne Local Calling Plans

The Company offers the following Business Local Calling Plans

PrimeOne Calling Plan A
PrimeOne Calling Plan B

The description of PrimePath Service in this tariff is also applicable to PrimeOne Plans, except that the PrimeOne Plans are usage-sensitive services as described in this tariff.

A. PrimeOne Local Calling Plan A

PrimeOne Local Calling Plan A is a local measured plan, billed on a per minute of use (MOU) basis. This plan is combined with a discount scheme based on the total dollar volume of usage.

B. PrimeOne Local Calling Plan B

PrimeOne Local Calling Plan B is a local message based plan, billed on a flat-rated per call basis. This plan is also combined with a discount scheme based on the total dollar volume of usage.

9.1.4 Rates and Charges

A. Non-Recurring Rates

Non-recurring rates apply per the Company's Local Service upon (a) installation of a new service; (b) transfer of an existing service to a different Point of Connection; or (c) a change from one type of service to a different type at the same or different location, such as a change from a Standard Trunk to Standard Line service or vice versa.

PrimePath nonrecurring rates are shown in the Price List.

B. Monthly Recurring Rates

PrimePath monthly recurring rates are shown in the Price List.

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9. PRIMEONE LOCAL SERVICE

9.1 LATA CALLING SERVICE (continued)

9.1.3 PrimeOne Usage Discount

Customers who commit to 1, 2, or 3 year term commitments are eligible to receive the discounts shown below on their PrimeOne and PrimePlus usage charges. Discounts are calculated based on the term commitment and are applied to the total amount of qualifying revenue in a billing period. Customers whose combined PrimeOne and PrimePlus monthly usage exceeds \$100,000.00 will not be eligible for discounts under this plan.

At the end of the Customer's term commitment, the Customer will convert to month-to-month pricing at tariff rates in effect at that time. For services requiring a one-year term commitment, the Customer will receive one-year term rates at tariff rates in effect at that time unless the Customer notifies the Company in writing thirty (30) days prior to the expiration of the Customer's term plan of their intent to discontinue service.

Customers who discontinue service prior to the end of their term commitment will be assessed an early termination charge equal to their average monthly usage charges times the number of months remaining on their term commitment. The average monthly usage will be determined by calculating the Customer's total PrimeOne and PrimePlus usage charges for the first six full months of service and dividing by six. If the Customer has been in service less than six months, the average monthly usage will be determined by calculating the Customer's total usage charges and dividing by the number of months the Customer has been in service.

Customers may discontinue service prior to the end of their term commitment without liability if they migrate to another Company local service offering with a term commitment equal to or greater than their current term commitment.

Usage Discounts are as specified in the Price List.

There are no time of day discounts.

9.1.4 Rates and Charges

See the Price List.

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10. PRIMEPATH SERVICE*

10.1 Description

PrimePath business line service provides a Customer with one analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. A PrimePath business line is provided for connection to a Customer-provided single-line terminal equipment such as station sets or facsimile machines. A PrimePath business line is offered as a single business line.

10.2. Service Charges

Nonrecurring Charges apply to various Customer requests on a per order basis. Requests for ordering, connecting, installing, changing or moving of telecommunications services that relate to business lines. Service Order Charges will apply to initial service orders and subsequent orders on a per request basis.

In addition to the standard Service Order Charge, the charges described in Section 6 of this tariff and in the AT&T Business Service Guide will apply for applicable work performed by the Company after initial installation.

* Effective April 1, 2008, the price, terms and conditions for customers with two or more lines are now governed by the terms of their written contract or Business Service Agreement, which can be found at <http://www.att.com/agreement/>.

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SUPPLEMENTAL SERVICES

6.1 CONNECTION CHARGES

6.1.1 Restoral Charge

| | |
|----------|----------------------------|
| Business | <u>Nonrecurring Charge</u> |
| | \$5.00 |

6.1.2 Moves, Adds and Changes

| | | | |
|-----------|-------------|------------|---------------|
| Business: | <u>Move</u> | <u>Add</u> | <u>Change</u> |
| | \$40.00 | \$40.00 | \$40.00 |

6.2 CHARGES ASSOCIATED WITH PREMISES VISIT

Per Premises Visit, Business, (1/2 hr.) \$45.00

6.3 NON-RECURRING RATES

| | | |
|-----------------------|--------------|----------------|
| Service Order Charge: | <u>First</u> | <u>Add'l.*</u> |
| Connection Charge: | \$10.00 | \$00.00 |
| | \$40.00 | \$40.00 |

* Additional lines of the same type as the first line, purchased at the same time and at the same point.

Added Labor \$8.00 per 6-minute increments

6.4 PIC CHANGE CHARGE*

| | |
|--------------|---------|
| - Manual | \$ 5.00 |
| - Electronic | \$ 0.00 |

* All IntraLATA PIC charges will be waived until 2015. Customers will not be charged a PIC change charge until that time.

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. PRIMEONE LOCAL SERVICE

Monthly recurring rates include both connection and usage charges.

| | |
|----------------------------|----------------------------------|
| | <u>Measured Rate Access Line</u> |
| Monthly Recurring Charges: | |
| Basic Service Access Line | \$27.00 |

9.1.3 PRIMEONE LOCAL CALLING PLANS

(As of August 7, 1999 the following rates are available only to current Prime One customers for the duration of their term commitment.)

| | | | |
|----|--------------------------------|-------------------------------|---------------------------------|
| A. | <u>PrimeOne Calling Plan A</u> | <u>First 10,000 Calls</u> | <u>Each Additional Call</u> |
| | Charge Per Minute of Use | \$.0650 | \$.0800 |

| | | |
|----|--------------------------------|---------------------|
| B. | <u>PrimeOne Calling Plan B</u> | Per Call \$.0720 |
|----|--------------------------------|---------------------|

| | | | |
|--|---|-------------------|-----------------|
| | <u>Discount Plan for Calling Plan B</u> | <u>Amount</u> | <u>Discount</u> |
| | | \$0-\$100.00 | 0% |
| | | \$100.01-\$500.00 | 0% |
| | | \$500.01-1,000.00 | 5% |

| | | | |
|----|--------------------------------|----------------|-------------------|
| A. | <u>PrimeOne Calling Plan A</u> | | <u>Day</u> |
| | <u>Rate Mileage</u> | <u>1st Min</u> | <u>Add'l Min.</u> |
| | 0 - 10 | \$0.0360 | \$0.0090 |
| | 11 - 22 | \$0.0405 | \$0.0135 |
| | 23+ | \$0.0450 | \$0.0180 |

(Night/Weekend: 50% discount applies from 9PM to 8AM
 Mon.-Fri.; all day Saturday, Sunday and holidays)

| | | |
|-----|--------------------------------|-------------------------|
| B.. | <u>PrimeOne Calling Plan B</u> | <u>All Rate Periods</u> |
| | - Per Message | \$0.0800 |

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10. PRIMEPATH SERVICE

The following rate applies to lines that the customers subscribed to on or after April 23, 1998, and before August 7, 1999. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

| <u>Business Line</u> | <u>Nonrecurring Charge</u> | <u>Monthly Recurring Charge</u> |
|----------------------|----------------------------|---------------------------------|
| -Standard | \$25.00 | <u>M-to-M</u> \$18.82 |

The following rate applies to lines that the customers subscribed to on or after August 7, 1999, and before January 16, 2007. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

| <u>Business Line</u> | <u>Nonrecurring Charge</u> | <u>Monthly Recurring Charge</u> |
|----------------------|----------------------------|---------------------------------|
| Standard | \$25.00 | <u>M-to-M</u> \$22.52 |

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10. PRIMEPATH SERVICE

A. AT&T Ohio Territory

The following rate applies to lines that the customers subscribed to on or after January 16, 2007, and before February 1, 2008. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

| <u>Business Line</u> | <u>Nonrecurring Charge</u> | <u>Monthly Recurring Charge</u> | | | |
|----------------------|----------------------------|---------------------------------|---------------|---------------|---------------|
| | | <u>M-to-M</u> | <u>1 Year</u> | <u>2 Year</u> | <u>3 Year</u> |
| -Standard | \$25.00 | \$23.65 | \$21.85 | \$21.55 | \$21.15 |

The following rate applies to lines that the customers subscribed to on or after February 1, 2008, and before December 1, 2008. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

| <u>Business Line</u> | <u>Nonrecurring Charge</u> | <u>Monthly Recurring Charge</u> | | | |
|----------------------|----------------------------|---------------------------------|---------------|---------------|---------------|
| | | <u>M-to-M</u> | <u>1 Year</u> | <u>2 Year</u> | <u>3 Year</u> |
| -Standard | \$25.00 | \$24.90 | \$21.85 | \$21.55 | \$21.40 |

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10. PRIMEPATH SERVICE

A. AT&T Ohio Territory

The following rate applies to lines that the customers subscribed to on or after December 1, 2008, and before May 1, 2011. The monthly recurring rates are only available on those lines until the customers have moved or renegotiated their prior term agreement and/or contract.

| <u>Business Line</u> | <u>Nonrecurring Charge</u> | <u>Monthly Recurring Charge</u> | | | |
|----------------------|----------------------------|---------------------------------|---------------|---------------|---------------|
| | | <u>M-to-M</u> | <u>1 Year</u> | <u>2 Year</u> | <u>3 Year</u> |
| -Standard | \$25.00 | \$26.15 | \$21.85 | \$21.55 | \$21.40 |

The following rates apply to lines that the customers subscribed to on or after May 1, 2011, and before December 28, 2011. The monthly recurring rates are only available on those lines until the customer moves or renegotiates their term agreement and/or contract.

| <u>Business Line</u> | <u>Nonrecurring Charge</u> | <u>Monthly Recurring Charge</u> | | | |
|----------------------|----------------------------|---------------------------------|---------------|---------------|---------------|
| | | <u>M-to-M</u> | <u>1 Year</u> | <u>2 Year</u> | <u>3 Year</u> |
| -Standard | \$25.00* | \$28.15 | \$24.40 | \$24.35 | \$24.30 |

The following rate applies to lines that the customers subscribes to on or after December 28, 2011. These rates are also applicable to the lines the customers subscribed to prior to December 28, 2011, where on or after December 28, 2011, the customers have moved or renegotiated their prior term agreement and/or contract.

| <u>Business Line</u> | <u>Nonrecurring Charge</u> | <u>Monthly Recurring Charge</u> | | | |
|----------------------|----------------------------|---------------------------------|---------------|---------------|---------------|
| | | <u>M-to-M</u> | <u>1 Year</u> | <u>2 Year</u> | <u>3 Year</u> |
| -Standard | \$25.00 | \$29.40 | \$24.40 | \$24.35 | \$24.30 |

| <u>Service Charges</u> | <u>Nonrecurring Charge</u> |
|--|----------------------------|
| -Service Order | \$ 40.00 |
| -Line Move/Add w/Dispatch, per hour 1 hour minimum) | \$125.00 |
| -Record Order Charge | \$ 20.00 |

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10. PRIMEPATH SERVICE

B. Cincinnati Bell Territory

The following rate applies to lines that the customers subscribed to before December 28, 2011. The monthly recurring rates are only available on those lines until the customers have moved or renegotiated their prior term agreement and/or contract.

| | <u>Nonrecurring Charge</u> | <u>Monthly Recurring Charge</u> |
|----------------------|----------------------------|---------------------------------|
| <u>Business Line</u> | | <u>M-to-M</u> |
| -Standard | \$25.00 | \$47.00 |

The following rates apply to lines that the customers subscribed to on or after December 28, 2011. These rates are also applicable to lines the customer subscribed to prior to December 28, 2011, where, on or after December 28, 2011, the customer has moved or has renegotiated their prior term agreement and/or contract.

| | <u>Nonrecurring Charge</u> | <u>Monthly Recurring Charge</u> |
|----------------------|----------------------------|---------------------------------|
| <u>Business Line</u> | | <u>M-to-M</u> |
| -Standard | \$25.00 | \$51.50 |

| | <u>Nonrecurring Charge</u> |
|--|----------------------------|
| <u>Service Charges</u> | |
| -Service Order | \$ 40.00 |
| -Line Move/Add w/Dispatch, per hour 1 hour minimum) | \$125.00 |
| -Record Order Charge | \$ 20.00 |

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