

*This tariff P.U.C.O. Tariff No. 5 cancels and replaces in its entirety
the Company's P.U.C.O. Tariff No.4 for Local Exchange Services
on file with the Commission*

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE FURNISHED BY
EASTON TELECOM SERVICES, L.L.C.
THROUGHOUT THE STATE OF OHIO

This tariff describes the terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated and tariffed in accordance with the Competitive Retail Telephone Rules (Case No. 10-1010-TP-ORD).

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available for viewing at the Company's website at www.eastontel.com or the Company's principal place of business at 3046 Brecksville Road, Summit II – Unit A, Richfield, OH 44286 or toll free at (800) 222-8122.

CHECK SHEET

Pages inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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EXPLANATION OF REVISION MARKS

The following symbols will be used throughout this tariff for purposes of revising the tariff as indicated below:

- | | | |
|---|----|---|
| C | -- | To signify a regulation which has been changed |
| D | -- | To signify a rate or regulation which has been discontinued |
| I | -- | To signify a rate which has been increased |
| M | -- | To signify a move in the location of text |
| N | -- | To signify a new rate or regulation |
| R | -- | To signify a rate which has been reduced |
| S | -- | To signify a matter which has been reissued |
| T | -- | To signify a change in the text which has not affected a change in neither a rate nor a regulation. |

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Easton Telecom Services, L.L.C., to Customers within the local exchange service area defined herein. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

The tariff describes the Company's terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated in accordance with Competitive Retail Telephone Rules (Case No. 10-1010-TP-ORD).

Descriptions and rates for detariffed service offerings are found in the Company's Price Guide, available for viewing on the Company website at www.eastontel.com or by contacting the Company at 3046 Brecksville Road, Summit II – Unit A, Richfield, OH 44286 or toll free at (800) 222-8122.

DEFINITIONS

Certain terms used generally throughout this tariff are defined below:

Authorized-User

A person, firm, corporation or other legal entity authorized by the provider of the service to used the service being provided.

Basic local exchange service

Residential-end-user access to and usage of telephone-company-provided services over a single line or small-business-end-user access to and usage of telephone-company-provided services over the primary access line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of services, that does both of the following:

- (a) Enables a customer to originate or receive voice communications within a local service area as that area exists on the effective date of the amendment of this section by S.B. 162 of the 128th general assembly;
- (b) Consists of all of the following services:
 - (i) Local dial tone service;
 - (ii) For residential end users, flat-rate telephone exchange service;
 - (iii) Touch tone dialing service;
 - (iv) Access to and usage of 9-1-1 services, where such services are available;
 - (v) Access to operator services and directory assistance;
 - (vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;
 - (vii) Per call, caller identification blocking services;
 - (viii) Access to telecommunications relay service; and
 - (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

Carrier

A company certified by the Public Utilities Commission of Ohio (P.U.C.O.) to provide telecommunications services within Ohio.

Class of Service--Business, Residential

The Company provides two classes of Service: Business and Residential. The classification of a Customer's service as Business or Residential is determined by these regulations which define the character of use for rate purposes. (Residential services are not available--the Company will notify the P.U.C.O. and amend this tariff prior to offering those services):

- A. Service will be classified as Business if:
 - (1) The service is used primarily or substantially for a paid commercial, professional or institutional activity; or
 - (2) The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
 - (3) The service number is listed as the principal or only number for a business in any telecommunications directory; or
 - (4) The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose shall not constitute business use of service unless other factors are involved.

- B. Service will be classified as Residential if none of the conditions of A. Preceding apply, and:
 - (1) The use of the service is primarily and substantially of a social or domestic nature, and
 - (2) Service is located in a residence (Applicant is not offering residential services at this time) or, in the case of a combined business and residence premises, the service is located in bona fide residential quarters of such premises while business service is isolated in the business quarters of the same premises.

- C. Service classification is determined at the sole discretion of the Company pursuant to the conditions stated above. The Company may, at its discretion, levy charges for services which have been misclassified.

Company

Easton Telecom Services, L.L.C., the issuer of this tariff.

Customer (as distinguished from Applicant)

A person, firm, corporation or other entity that is authorized by the Company to use the Company's telecommunications services included in this tariff, is responsible for payment of charges included in this tariff, and is responsible for compliance with the Company's tariff regulations. A Customer is distinguished from an Applicant in that an Applicant has only applied to become a Customer and has not been approved by Company to be a Customer.

Direct Inward Dial

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

District

An exchange or group of exchanges within Ameritech's LATA boundaries used to identify the appropriate rate to be applied to a Customer's service.

End User Common Line

A line provided to the Customer once the Customer obtains local exchange service from the Company under its local exchange tariff.

Exchange

A basic unit for the administration of communication service in a specified area, called the exchange area. It usually consists of one or more central offices together with the associated plant used in furnishing communication service in that area.

Installation Charges

Charges which are assessed on a non-recruiting basis at the establishment of a service. The terms "installation charges" and "non-recurring charges" are used inter-changeably within this tariff to refer to non-variable changes.

Kbps

Kilobits per second, which denotes thousands of bits per second.

Monthly Charges

Charges which are assessed for services included within this tariff on a recurring monthly basis. It can be assumed that all services offered within this tariff are charged a monthly charge unless otherwise identified.

Mbps

Megabits, or millions of bits per second.

Multi-Frequency of ("MF")

An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/Key systems.

Service Surcharge

An additional sum added to the usual amount or cost.

Station

Telephone equipment from or to which calls are placed.

Trunk

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

User

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

1. **REGULATIONS**

1.1 **Undertaking of the Company**

1.1.1 **Scope**

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff. Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

1.1.2 **Shortage of Equipment and Facilities**

1.1.2.1 The Company reserves the right to limit or 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.

1.1.2.2 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, from time to time, to furnish service as required at the sole discretion of the Company.

1.1.3 **Terms and Conditions**

1.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days' notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

1.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.

1. **REGULATIONS** (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.3 Terms and Conditions (Cont'd)

1.1.3.3 At the expiration of the initial term specified in the applicable Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current tariff rates until terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

1.1.3.4 Reserved for future use.

1.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

1.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

1.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 1.1.3.8 below.

1.1.3.8 The Customer agrees to return to the company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

1. REGULATIONS (Cont'd)**1.1 Undertaking of the Company (Cont'd)****1.1.4 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

1.2 Liability of the Company

1.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission by the Company or any third parties, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards. THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO CUSTOMER, OR OTHERS USING THE SERVICE SUPPLIED TO CUSTOMER BY THE COMPANY AS A RESULT OF ANY COMPANY SERVICE, EQUIPMENT, OR FACILITIES, OR THE ACTS, OMISSIONS, NEGLIGENCE OF THE COMPANY'S EMPLOYEES, AGENTS, OR SUPPLIERS.

1.2.2 With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 1.10 of the Company's liability, if any, shall be limited as provided in Section 1.2.9.

1. **REGULATIONS** (Cont'd)

1.2 Liability of the Company (Cont'd)

- 1.2.3 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 military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 1.2.4 The Company shall not be liable for: (a) any act of omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 1.2.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer, its employees, agents, or suppliers, or due to the failure or malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer premises equipment purchased or leased from the Company by the Customer.
- 1.2.6 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers, or supplying carriers to the Company, shall be deemed to be agents or employees of the Company.
- 1.2.7 Notwithstanding the Customer's obligations as set forth in Section 1.4.2, the Company shall be indemnified, defended, and held harmless (including costs and reasonable attorney's fees) by the Customer or by others authorized by it to use the service against any claim, loss or damage arising directly or indirectly from Customer's use of services furnished under this tariff, including:
- (a) claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; or

1. **REGULATIONS** (Cont'd)

1.2 Liability of the Company (Cont'd)

(b) patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; or

(c) all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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

1.2.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

1.2.10 The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

1.2.11 The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including, but not limited to, injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

1. **REGULATIONS** (Cont'd)

1.2 Liability of the Company (Cont'd)

- 1.2.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for 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, locations or use of service furnished by the Company at such locations.
- 1.2.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.3.1 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- 1.2.14 With respect to Emergency Number 911 Service:
- (a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruption, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

1. **REGULATIONS** (Cont'd)

1.2 Liability of the Company (Cont'd)

(b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

1.2.15 The Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to Applicant and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.

1.2.16 In conjunction with a private listing and semi-private listing services, as described in Section 2.7.2, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not place by dialing a number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.

1.2.17 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local government authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information under the provisions as described above.

1. **REGULATIONS** (Cont'd)

1.3 Provision of Equipment and Facilities

1.3.1 General

1.3.1.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

1.3.1.2 The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.

1.3.1.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

1.3.1.4 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.

Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

1. **REGULATIONS** (Cont'd)

1.3 Provision of Equipment and Facilities (Cont'd)

1.3.2 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the 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.

1.3.3 Ownership of Facilities

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

1.3.4 Use of Service

Service is furnished for use by the Customer and may be used only by others as specifically provided elsewhere in this tariff.

1.3.4.1 Unlawful Use of Service

Services shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service of a Customer when:

- (1) An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- (2) The Company is notified in writing by a Law Enforcement Agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information interstate or foreign commerce in violation of law.

Termination of service shall take place after reasonable notice is provided the Customer, or as ordered by the Court.

1. **REGULATIONS** (Cont'd)

1.3 Provision of Equipment and Facilities (Cont'd)

If communications facilities have been physically disconnected by Law Enforcement officials at the premises where located, and if there is not presented to the Company the written finding of a judge, then upon written request of the subscriber, and agreement to pay restoral of service charges and other applicable Service Charges, the Company shall promptly restore such service.

1.3.4.2 Obscenity

Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

1.3.4.3 Impersonation

Service shall not be used to impersonate another person with fraudulent or malicious intent.

1.3.4.4 Harassment

Service shall not be used to call another person so frequently or at such times ny other manner so as to annoy, abuse, threaten, or harass such other person.

1.3.4.5 Fraudulent Use

- A. Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information without payment of the charges applicable to such use.
- B. No device shall be used by a Customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.

1. **REGULATIONS** (Cont'd)

1.3 Provision of Equipment and Facilities (Cont'd)

1.3.4.6 Interference with or Impairment of Service

Service shall not be used in any manner which interferes with other persons in the use prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

1.3.4.7 Subscribing to Adequate Service

If a Customer's use of service interferes unreasonably with the service of other Customers, the interfering Customer will be required to take service in sufficient quantity or of a different class or grade.

1.3.4.8 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

1.3.4.9 Common Receptionist

A business Customer may extend service capable of two-way communication to the location of another business Customer for the purpose of performing clerical services which include the answering and originating of telephone calls. All regulations governing use of service and the charges normally associated with the equipment and channels involved are applicable.

1. **REGULATIONS** (Cont'd)

1.4 Obligations of the Customer

1.4.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. 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 subjugated to the Company's right of recovery of damages to the extent of such payment;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 1.4.1(c). 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 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;

1. REGULATIONS (Cont'd)**1.4 Obligations of the Customer (Cont'd)****1.4.1 General (Cont'd)**

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 1.4.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities or Customer premises equipment leased by the Customer from the Company; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

1.4.2 Claims

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

1. REGULATIONS (Cont'd)**1.4 Obligations of the Customer (Cont'd)****1.4.2 Claims (Cont'd)**

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

1.4.3 Station Equipment

The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 1.10 following is not applicable.

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 impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

1. **REGULATIONS** (Cont'd)

1.4 Obligations of the Customer (Cont'd)

1.4.4 Interconnection of Facilities

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

The Company's services (as detailed in Section 2 of this tariff) may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

1.4.5 Inspections

1.4.5.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 1.4.3 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

1.4.5.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

1. **REGULATIONS** (Cont'd)

1.5 Establishment of Service

1.5.1 Application for Service

An application for service, whether made orally, in writing, or by action of the Customer (e.g., use of Company's services) establishes the contract between the Company and the Customer on the terms and conditions set forth in this tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred.

1.5.2 Minimum Contract Periods

1.5.2.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business Customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the Customer's account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

1.5.2.2 Except as provided in 1.5.2.1 preceding, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.

1.5.2.3 The Company may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

1. **REGULATIONS** (Cont'd)

1.5 Establishment of Service (Cont'd)

1.5.3 Cancellation of Application for Service Prior to Establishment of Service

1.5.3.1 Where the Applicant cancels an order for service prior to the start of installation or special construction of facilities, no charge applies, except to the extent Company incurs a service order or similar charge from a supplying carrier prior to the cancellation.

1.5.3.2 Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charge applies:

A. The total costs (including overheads) in connection with providing and removing such facilities.

B. The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this tariff plus the full amount of any installation and termination charges applicable.

1.5.3.3 Where special construction of facilities has been started prior to the cancellation and there is another requirement for the specially constructed facilities, in place, no charge applies.

1.5.3.4 Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction (including overheads) applies. Where one or more, but not all, of the services involved in the special construction are canceled, a charge equal to the cost (including overheads) incurred for the discontinued service applies.

1.5.3.5 Installation or special construction of facilities for a Customer starts when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the Customer has advised the Company to proceed with the installation or special construction.

1. **REGULATIONS** (Cont'd)

1.5 Establishment of Service (Cont'd)

1.5.4 Establishing Credit

1.5.4.1 The Company, in order to assure the payment of its charges for service, will require applicants and Customers to establish and maintain acceptable credit.

1.5.4.2 The establishment or re-establishment of acceptable credit as provided in this Section shall not relieve the applicant or Customer from compliance with other provisions of this tariff as to deposits and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

1.5.4.3 The Company may require an applicant for residential service to satisfactorily establish financial responsibility in accordance with OAC 4901:1-6-12.

1.5.4.4 The Company may require an existing customer to make a deposit or additional deposit on account, pursuant to Rules 4901:1-6-12 of the Administrative Code, to reestablish creditworthiness for tariff service based on the customer's credit history on that account with the Company.

1.5.5 Deposits

All deposits will be handled pursuant to Chapter 4901:1-6-12 of the Ohio Administrative Code.

1.6 Billing / Payment

1.6.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

1. **REGULATIONS** (Cont'd)

1.6 Billing / Payment (Cont'd)

1.6.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

1.6.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If not paid by the due date, it then becomes past due. For residential service the Company shall offer the option of deferred payment arrangements, with the option to spread installation charges over a period of three months.

1.6.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

1.6.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

1.6.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

1.6.2.5 Checks with insufficient funds or non-existing accounts will be assessed a fee of \$30.00, except as may be waived under appropriate circumstances.

1. REGULATIONS (Cont'd)

1.6 Billing / Payment (Cont'd)

1.6.3 Disputed Bills

1.6.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

1.6.3.2 Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Easton Telecom Services, L.L.C.	Telephone:	(330) 659-6700
3046 Brecksville Road	Facsimile:	(330) 659-9379
Summit II- Unit A	Toll Free:	(800) 222-8122
Richfield, OH 44286		

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges, If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the PUCO in accordance with the Commission's rules of procedure:

Service Monitoring and Enforcement Department
Public Utilities Commission of Ohio
180 East Broad Street, tenth Floor
Columbus, OH 43215-3793

Toll Free Telephone: 1-800-686-7826

TTY Toll Free Telephone: 1-800-686-1570

From 8:00 AM to 5:00 PM (EST) weekdays or at www.puco.ohio.gov.

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

Toll Free: 1-877-742-5622

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

1. **REGULATIONS** (Cont'd)

1.6 Billing / Payment (Cont'd)

1.6.4 Late Payment Charge

1.6.4.1 A late payment charge of 1.5% per month shall apply to amounts shown on a monthly bill which remain unpaid after the due date referred to in 1.6.2 preceding, except that the charge is not applicable as specified in 1.6.5 following. The 1.5% is not applicable to the subsequent re-billing of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

1.6.5 Failure to Pay Charges for Service

1.6.5.1 A Customer is considered to be delinquent in the payment of a bill when the total amount due is not received on or before the due date printed on the bill.

1.6.5.2 When a Customer is delinquent in the payment of a bill, the Company may disconnect the service not sooner than seven (7) days after delivery or nine (9) days after mailing of written notice of intention to disconnect.

1.6.6 Restoral of Service

1.6.6.1 If any Customer's service is restored after having been disconnected in accordance with this tariff but a Company service order to terminate such service has not been completed when such service is restored, the Customer will be required to apply a restoral of services-charge specified in 2.13 of this tariff. Monthly service charges will not apply for the period between the disconnection and reconnection.

1.6.6.2 When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be reestablished only upon the basis of application for new service.

1.7 Termination, Discontinuation or Refusal of Service

1.7.1 Disconnection of local and toll service will be in accordance with Rule 4901:1-6.

1. **REGULATIONS (Cont'd)**

1.8 Cancellation of Service

1.8.1 Cancellation of Application for Service

1.8.1.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits 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 herein. Applicant recognizes a 72 hour cooling-off period, for home solicitation sales, whereby a Customer may cancel a contract within the first 72 hours without any penalty.

1.8.1.2 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 service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

1.8.1.3 The special charges described in 1.8.1.1 and 1.8.1.2 will be calculated and applied on a case-by-case basis.

1.8 Cancellation of Service

1.8.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 1.10 below), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 1.6 all costs, fees and expenses incurred in connection with:

- 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term, and
- 4) any termination liability for early termination

1. **REGULATIONS** (Cont'd)

1.9 Miscellaneous

1.9.1 Special Conditions or Requirements

Where special conditions or special requirements of a Customer involve unusual construction or installation cost, the Customer may be required to pay a reasonable proportion of such costs.

1.9.2 Telephone Numbers

The Customer has no property right in the telephone number. The Company may change the telephone number of a Customer for engineering, technical, or other reasons. However, it will not change a telephone number as a penalty or to enforce payment for Company directory advertising charges.

1.9.3 Ownership and Access to Facilities

Facilities furnished by the Company remain the property of the Company until transferred or abandoned. The Customer shall provide employees and agents of the Company access to Company facilities, at all reasonable times, for the purpose of installing, rearranging, repairing, maintaining, inspecting, disconnecting, removing, or otherwise servicing such facilities.

1.9.4 Installation, Rearrangement, Repair Maintenance, Disconnection and Removal of Facilities

All facilities furnished by the Company will be installed and maintained by it, except where such facilities are situated, in the judgement of the Company, in hazardous or inaccessible locations.

Customers may not rearrange, disconnect, remove, or otherwise tamper with, or permit others to rearrange, disconnect, remove, or tamper with any facilities furnished by the Company, authorized in this tariff, except with the Company's written consent or as otherwise specified in this tariff.

1.9.5 Transfer and Assignments

Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the Company and payment of the applicable charges.

1. **REGULATIONS** (Cont'd)

1.9 Miscellaneous (Cont'd)

1.9.6 Notices and Communications

1.9.6.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

1.9.6.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

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

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

1.10 Allowances for Interruptions of Service

1.10.1 Credit for Interruptions

Credit for Interruptions: At a minimum, credit allowances will be calculated consistent with Rule 4901:1-6 of the Ohio Administrative Code.

1. **REGULATIONS** (Cont'd)

1.10 Allowances for Interruptions of Service (Cont'd)

1.10.2 Limitations on Allowances

No credit allowance will be made for:

- (a) service interruption caused as a result of negligent or willful act on the part of the subscriber;
- (b) interruptions due to the failure or malfunction of subscriber owned telephone equipment;
- (c) military action, wars, insurrection, riots, or strikes; or
- (d) is extended by the company's inability to gain access to the Customer's premises due to the Customer missing a repair appointment .

1.10.3 Use of 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.

2. **SERVICES**

2.1 **Local Exchange Service:** The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the customer's local calling area, as defined herein;
- access enhanced Universal Emergency Number/911 Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunications Relay Service.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company.

2.1.1 Exchange Areas Served

The company provides local exchange services in the territories served by AT&T Ohio, Verizon North, Inc. and United Telephone Company of Ohio d/b/a Sprint. The Company concurs in the exchange, rate class, local calling areas, and zone designations specified in the Local Exchange Services Tariffs of AT&T Ohio, Verizon North, Inc. and United Telephone Company of Ohio d/b/a Sprint.

2. **SERVICES** (Cont'd)

2.3 Exchange Access Service

2.3.1 General

Exchange Access Service provides a Customer with a voice-grade communications channel and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- (a) receive calls from other stations on the public switched telecommunications network;
- (b) access other services offered by the Company as set forth in this tariff;
- (c) access certain interstate and international calling services provided by the Company;
- (d) access (at no additional charge) the operators contracted for by the Company;
- (e) access (at no additional charge) emergency services by dialing 0- or 9-1-1;
- (f) access services provided by other common carriers which interconnect with the Company pursuant to tariff, contract or in some other Company approved manner.

2.3.2 Service Ordering Charges

Service ordering charges are applied to Customers upon a request for service and when a Customer requests subsequent changes in his/her service which require facility changes, software changes, and/or Customer account changes.

2. **SERVICES** (Cont'd)

2.3 Exchange Access Service (Cont')

2.3.3 Service Ordering Charges--Rate Schedule

	<u>Maximum</u>	<u>Residential</u>	<u>Business</u>
Service establishment charge			
-per order	\$100.00	\$100.00	\$100.00
-line connection (per line)	\$100.00	\$100.00	\$100.00

(This charge applies when the Company initially establishes the Customer's account for any service provided by the Company. This charge is applied in addition to any other monthly, installation, or non-recurring charge which is associated with the service the Customer orders.)

Add / Change Charge			
-per order	\$100.00	\$100.00	\$100.00
-line connection (per line)	\$100.00	\$100.00	\$100.00

(This charge applies anytime a Customer requests that his/her service or class of service be changed. This charge may be applied to a service as many times as the Customer requests that his/her service be changed and is charged in addition to any other monthly or installation charge which is associated with the service the Customer orders.)

2.3.4 Basic Exchange Access Service

Basic Exchange Access Service provides the Customer with a single, voice-grade communications channel connecting the Customer's premises and the Company's, or the Company's designated Carrier's, central office. Basic Exchange Access Service provides the Customer with access to the switched network for purposes of placing and receiving calls.

Basic Exchange Access Service Customers are entitled to a voice-grade communications channel. Customers are not guaranteed a communications path capable of supporting data transmissions.

2. **SERVICES** (Cont'd)

2.3 Exchange Access Service (Cont')

2.3.5 Basic Exchange Access Services--Rate Schedule

Rates for Basic Exchange Access Services are based upon class of service (as set forth in this tariff's "Definitions" section) and access area as defined in Section 2.1.1). All rates in this Section are applied monthly unless specifically identified otherwise.

	<u>Access Area</u>				
Zones B, C, and D	<u>Maximum</u>	<u>Current</u>	<u>Maximum</u>	<u>Current</u>	
	<u>Residential</u>	<u>Residential</u>	<u>Business</u>	<u>Business</u>	
Single Line	\$40.00	\$40.00	\$100.00	\$60.00	(I)

These charges apply to Basic Exchange Access Services in addition to the charges found in Section 2.3.6.

2.3.6 Additional Charges Applied to Basic Exchange Access Services

In addition to the charges for Basic Exchange Access Services described in Section 2.3.5 preceding, the following charges apply to each individual Exchange Access Service line unless otherwise specified.

- (a) The End User Common Line Charge applies in addition to the monthly Basic Exchange Access Services rate described above.
- (b) The 911 telecommunications Service Surcharge
- (c) Any applicable municipal, state or federal taxes, franchise fees or other charges.
- (d) Casual traffic charges that are derived from third party call (e.g., 10XXX, 900/976, third party calls initiated by Customer through Applicant's system) are trafficked over Applicant's system.

2. **SERVICES** (Cont'd)

2.4 Local Usage Service

2.4.1 General

Local usage services provide Customers subscribing to the Company's Exchange Access Service the ability to place calls to and receive calls from parties located in the Company's Local Usage Service Area described in Section 2.4.2.

2.4.2 Local Usage Service Area

The Company's Local Usage Service Area is separated into three distinct rate categories or "rate bands." Local Usage Services are grouped into three rate bands defined as Rate Bands B, C, and D. Rate Bands B, C, and D define the approximate mileage of the call, with Band B calls being calls of the shortest distance and Band D calls being the longest distance. Any local call made from an exchange within which the Company provides Exchange Access Services to another exchange within which the Company provides Exchange Access Service will be rated as either Band B, C, or D. Usage charges vary by band, time of day, and duration for all calls.

2.4.3 Local Usage Service--Rate Schedule

All Local Usage Service Rates are applied per minute of use as follows unless otherwise specified. End user contracts are effective upon day of signing and will be filed with the P.U.C.O. within ten (10) days of signing. End user contracts will be subject to the P.U.C.O. rules in 95-845-TP-COI at pages 41-43.

2.4.3.1 Residential Local Usage Service

	<u>Local Usage Bands</u>		
	<u>Band B</u>	<u>Band C</u>	<u>Band D</u>
Residential Local Usage Service	\$2.00	\$2.00	\$2.00

(Local usage originating via a Company-provided, Residential Exchange Access Service)

2. **SERVICES** (Cont'd)

2.4 Local Usage Service (Cont')

2.4.3.3 Measured Rate Services

Local Message Chart Schedule

<u>Rate Mileage</u>	<u>Initial Minute or Fraction Thereof</u>	<u>Additional Minute or Fraction Thereof</u>
0-10	\$0.15	\$0.20
11-22	\$0.20	\$0.30
23 and over	\$0.25	\$0.35

2.4.3.4 Local Calling Plus

When ordered by the Public Utilities Commission of Ohio between specific exchanges, all rules and regulations for local message charges for Measured Rate Service are applicable to local Calling Plus. However, Measured Rate Service is not required to take advantage of Local Calling Plus. It is available to all measured and message service non-residence customers.

Local Calling Plan Charge Schedule

<u>Rate Mileage</u>	<u>Initial Minute or Fraction Thereof</u>	<u>Additional Minute or Fraction Thereof</u>
0-10	\$0.20	\$0.20
11-22	\$0.20	\$0.20
23 and over	\$0.20	\$0.20

2. **SERVICES** (Cont'd)

2.4 Local Usage Service (Cont')

2.4.3 Local Usage Service--Rate Schedule Cont'd)

2.4.3.5 Message Rate Services

Message Rate Service consists of fixed monthly rate for usage packages which include a monthly local usage allowance in the monthly rate. Each local call is charged on a message unit basis and an additional charge is made for local messages in excess of the allowance. The allowance, if not used during one month, is not credited to the Customer's account for any other month.

Rates and Charges

	<u>Usage Package Monthly Rate</u>
Residence Individual	\$15.00
Non-residential	\$15.00

Local Message Allowances and Charges

The monthly rates for usage packages associated with message rate services include the number of local messages specified below:

(a)	All non-residence, per usage package	73
(b)	The charge per additional local message is	\$3.50

2.5 Optional Exchange Access Service Enhancement Features--Rate Schedule

2.5.1 General

Services in this section may be purchased in addition to a Company-provided Exchange Access Service. These features are available only when purchased in combination with a Company provided Exchange Access Service.

2. **SERVICES** (Cont'd)

2.6 Operator Assistance Surcharges

2.6.1 General

Operator Assistance Surcharges apply when a Customer utilizes either an automated or live Company-provided operator for purposes of completing or billing a call. Operator Assistance Surcharges apply in addition to either local usage or long-distance usage services as identified in Section 2.4.3 or 2.14 or this tariff.

2.7 Directory Services

2.7.1 General

Directory services allow Customers to customize the manner in which their Company assigned telephone numbers appear in published directory and/or are used by dialable directories and Company operators. This section applies only to services provided by the Company. (See Sections 1.2.16 and 1.2.17 pertaining to the Company's liability for Customer information and its appearance in a public directory.)

2.8 Reserved for future use

2.9. IntraLATA Presubscription

2.9.1 General

InterLATA Presubscription is a procedure whereby a subscriber designates to the Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis. IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

2. **SERVICES** (Cont'd)

2.9. IntraLATA Presubscription (Cont'd)

2.9.2 IntraLATA Presubscription Options

1. Option A: The Customer may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.
2. Option B: The Customer may select her/his interLATA toll carrier for IntraLATA toll calls subject to presubscription.
3. Option C: The Customer may select a carrier other than the Company or the Customer's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.
4. Option D: The Customer may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

2.9.3 Rules and Regulations

1. The Customer will retain their current dialing arrangements until they request that their dialing arrangements be changed.
2. The Customer of record or new Customers may select either Options A, B, C, or D for intraLATA Presubscription.

2.9. IntraLATA Presubscription

2.9.3 Rules and Regulations

3. The Customer may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph 5 below.

2. **SERVICES** (Cont'd)2.9. IntraLATA Presubscription (Cont'd)2.9.4 IntraLATA Presubscription Procedures

1. New Customers will be asked to select an intraLATA toll carrier(s) at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for intraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new Customer's initial request for intraLATA toll service presubscription shall be provided free of charge.
2. If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of an intraLATA toll carrier presubscription selection free of charge. until the Customer informs the Company of his/her choice for intraLATA Toll carrier, the Customer will not have a presubscribed intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. The Customer who informs the company of a choice for intraLATA toll presubscription within the 90-day period will not be assessed a service charge for the initial subscriber request.
3. Customers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in Paragraph 2.9.5 below. If a Customer of record inquires of the Company of the carriers available for intraLATA toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

2.9.5 IntraLATA Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed intraLATA toll carrier and as detailed in 2.9.4 above, for any change thereafter, an IntraLATA Presubscription Change Charge, as set forth in 2.9.5. B will apply.

2. **SERVICES** (Cont'd)

2.9. IntraLATA Presubscription (Cont'd)

2.9.5 IntraLATA Presubscription Charges (Cont'd)

B. Nonrecurring Charges

(1) IntraLATA Presubscription Change Charge

Per business or residence line, trunk or port

-- Manual \$5.50

-- Electronic \$1.25

When the Interlata and Intralata PIC are changed simultaneously 50% of the Intralata PIC Change Charge is waived.

2.10 Reserved for Future Use

2. **SERVICES** (Cont'd)

2.11 Restoration of Service

2.11.1 General

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for.

2.11.2 Restoration of Service--Rate Schedule

Non-Recurring Charge

	<u>Residential</u>	<u>Business</u>
Per Occasion	\$95.00	\$95.00

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Summary: Tariff P.U.C.O. - Tariff No. 5. REGULATIONS AND SCHEDULE OF
INTRASTATE CHARGES APPLYING TO LOCAL EXCHANGE SERVICE
FURNISHED BY EASTON TELECOM SERVICES, L.L.C. THROUGHOUT THE
STATE OF OHIO. electronically filed by Mr. PHILIP JOSEPHSON on behalf of
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