

FILE

AMERICAN BROADBAND AND TELECOMMUNICATIONS COMPANY
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES
WITHIN THE STATE OF OHIO

This tariff contains the descriptions, regulations and rates applicable to the furnishing of access service and facilities for telecommunications services within the State of Ohio by American Broadband and Telecommunications Company (the "Company") in the exchanges where American Broadband and Telecommunications Company is authorized to provide local exchange services. This tariff is on file with the Public Utilities Commission of Ohio, and copies may also be inspected, during normal business hours, at the following location: 7863 Quail Creek Road, Maumee, Ohio 43537.

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Issued by: Jeffrey S. Ansted, President
American Broadband and Telecommunications Company
7863 Quail Creek Road, Maumee, Ohio 43537

TABLE OF CONTENTS

Page

| | |
|---|----|
| TABLE OF CONTENTS | 2 |
| CHECK SHEET | 3 |
| TARIFF FORMAT | 4 |
| APPLICABILITY | 5 |
| SYMBOLS | 6 |
| 1. DEFINITIONS | 7 |
| 2. RULES AND REGULATIONS | 11 |
| 2.1. Description and Limitations of Services | 11 |
| 2.2. Customer Equipment | 12 |
| 2.3. Shortage of Equipment or Facilities | 13 |
| 2.4. Other Terms and Conditions | 14 |
| 2.5. Liability | 14 |
| 2.6. Use of Service | 16 |
| 2.7. Customer Deposits and Advanced Payments | 17 |
| 2.8. Cancellation for Cause by the Company | 19 |
| 2.9. Allowances for Interruptions of Service | 21 |
| 2.10. Assignment | 23 |
| 2.11. Application of Rates | 23 |
| 2.12. Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service | 26 |
| 2.13. Special Customer Arrangements | 28 |
| 3. SERVICE DESCRIPTIONS | |
| 3.1. Access Service | 29 |
| 3.2. Miscellaneous Services | 43 |
| 4. RATES AND CHARGES | |
| 4.1. Non-Recurring Charges | 47 |
| 4.2. (Reserved for Future Use) | 48 |
| 4.3. Carrier Access Charges | 49 |

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CHECK SHEET

The title page and pages 1 -50 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.

| <u>SHEET</u> | <u>REVISION</u> | <u>SHEET</u> | <u>REVISION</u> |
|--------------|-----------------|--------------|-----------------|
| 1 | Original | 26 | Original |
| 2 | Original | 27 | Original |
| 3 | First Revised* | 28 | Original |
| 4 | Original | 29 | Original |
| 5 | Original | 30 | Original |
| 6 | Original | 31 | Original |
| 7 | Original | 32 | Original |
| 8 | Original | 33 | Original |
| 9 | Original | 34 | Original |
| 10 | Original | 35 | Original |
| 11 | Original | 36 | Original |
| 12 | Original | 37 | Original |
| 13 | Original | 38 | Original |
| 14 | Original | 39 | Original |
| 15 | Original | 40 | Original |
| 16 | Original | 41 | Original |
| 17 | Original | 42 | Original |
| 18 | Original | 43 | Original |
| 19 | Original | 44 | Original |
| 20 | Original | 45 | Original |
| 21 | Original | 46 | Original |
| 22 | Original | 47 | Original |
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TARIFF FORMAT

Page Numbering - page numbers appear in the upper right corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between pages 3 and 4 would be numbered 3.1.

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

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

Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it. Users should refer to the latest Check Sheet to determine if a particular page is the most current on file with the Commission.

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ACCEPTABILITY

This Tariff contains the service offerings, rates, terms and conditions applicable to the furnishing of intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to the Company.

Except as provided in 3.1.3.(A), this Tariff applies only to the extent that services provided hereunder are used by a Customer for purposes of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Ohio.

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SYMBOLS

- (C) To signify changed regulation
- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

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1. DEFINITION OF TERMS

For the purpose of this Tariff, the following definitions will apply:

Access Service Request (ASR)

A written request for service submitted by the Customer.

Automatic Number Identification (ANI)

Refers to the specific and unique Calling Party's billing number delivered by a local exchange carrier to any interconnecting carrier for billing or routing purposes.

Bill Date

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

The Public Utilities Commission of Ohio.

Company

Refers to (Name of Company), its subsidiaries and affiliates.

Customer

The interexchange carrier (IXC) which orders service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes.

Customer Premises/Customer's Premises

Customer Point of Presence (POP) where service is originated/terminated.

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1. DEFINITION OF TERMS (cont' d)

Due Date

The date on which payment is due.

End Office

The wire *center* from which the end user receives dial tone from the Company.

End Office Switch

A Switch that provides the first point of connection between an End User and the Public Switched Telephone Network (PSTN), that sets up and takes down voice-grade communications paths between an End User and other parties on the PSTN, and that exchanges SS7-compatible signaling with other switches on the PSTN. The "first point of connection" means there is no other Switch performing these functions between it and the End User, regardless of how the End User obtains its connection to that switch.

End User

A person or entity that subscribes to any of Company's Access Services offered under the Company's PUCO Tariff No. 1, and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

Expedite

A Service Order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard service interval.

FCC

The Federal Communications Commission.

Interruption

A condition whereby the service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such service is inoperative and ending at the time of restoration.

Local Access Transport Area (LATA)

An 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. (NECA) TARIFF FCC NO. 4.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

1. DEFINITION OF TERMS (cont'd)

Multiplexing

Multiplexing, or "mixing," is the sequential combining of lower bit rate services onto a higher bit rate service for more efficient facility capacity usage or vice versa.

N/A

Not available.

N/C

No charge.

Nonrecurring Charges

One-time charges.

Physical Change

The modification of an existing Circuit, Dedicated Access Line or Port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Customer-designated location where long distance calls enter or exit the local exchange network.

Restore

To make service operative following an interruption by repair, reassignment, rerouting, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Service

Any or all service(s) provided pursuant to this Tariff.

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1. DEFINITION OF TERMS (cont'd)

Service Commencement Date

The day that the requested service or facility is available for use.

Serving Wire Center

The central office from which the Customer picks up or hands off its interexchange traffic.

Switch

The electronic devices, hardware and/or software collectively utilized by or on behalf of the Company, regardless of ownership of such devices, hardware, and/or software, to provide access to Customers to send or receive calls from End Users.

Switched Access

Non-dedicated Access between the Customer's POP and the end office of the Company for origination or termination of service.

Tariff

The current Intrastate Access Services Tariff and effective revisions thereto filed by the Company with the Commission.

VoIP-PSTN Toll Traffic

VoIP-PSTN Traffic that originates (in the case of traffic terminated to a Company end user) or terminates (in the case of traffic originated from a Company end user) at a location outside the local calling area of the Company's end user.

VoIP-PSTN Traffic

Any traffic exchanged between the Company and a Customer that is a telecommunications carrier in Time Division Multiplexing (TDM) format that originates and/or terminates in Internet Protocol (IP format). VoIP-PSTN traffic originates from or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment.

The term customer in this definition includes but is not limited to End Users, Interexchange Carriers (ICs) and other telecommunications carriers or providers originating or terminating Toll VoIP-PSTN Traffic.

2. RULES AND REGULATIONS

2.1. Descriptions And Limitations Of Services

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

2.1.2. Any Interexchange Carrier (IXC) is entitled to obtain service under this Tariff, provided that the Company reserves the right to deny service: (a) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in this Tariff; (b) in circumstances in which the Company has reason to believe that the use of the service would violate the provisions of this Tariff or any applicable law, or if any applicable law restricts or prohibits provision of the service; or (c) if insufficient facilities are available to provide the service, but only for so long as such unavailability exists.

2.1.3. The Company may require a Customer to establish credit-worthiness as a condition precedent to the initial establishment of service. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

Additionally, the Company reserves the right to obtain a credit verification of Customer in the event:

- a. customer fails to timely make payment;
- b. there are significant changes in Customer's calling volume or calling pattern, or significant changes in the manner that service is provided to Customer; or
- c. any other circumstance in which Company determines that a credit verification is necessary to protect Company from fraud, misuse or unlawful use of its services.

2.1.4. Service may be discontinued after five (5) business days written notice to the Customer if:

- a. the Customer is using the service in violation of this Tariff; or
- b. the Customer is using the service in violation of any law or Commission or FCC rule, order or regulation.

2.1.5. Service is provided on the basis of a minimum period of at least one (1) month, 24-hours per day. For the purposes of computing charges in this Tariff, a month is considered to have thirty (30) days.

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2. RULES AND REGULATIONS (cont'd)

2.2. Customer Equipment

2.2.1. Interconnection of Facilities

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

2.2.2. 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 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.

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 (10) 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.

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2. RULES AND REGULATIONS (cont'd)

2.3. Shortage Of Equipment Or Facilities

- 2.3.1. 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.
- 2.3.2. The Company reserves the right to limit or 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.

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2. RULES AND REGULATIONS (cont'd)

2.4. Other Terms And Conditions

2.4.1. The remedies set forth herein in favor of Company shall not be exclusive and the Company shall at all times be entitled to rights available to it under either law or in equity.

2.4.2. This Tariff shall be interpreted and governed by the laws of the State of Ohio.

2.5. Liability

2.5.1. Except as otherwise expressly provided in this Section 2.5., with respect to any claim or suit by a Customer or by any other, for damages arising out of the Company's furnishing of services including, but not limited to, mistakes, omissions, interruptions, delays or errors, or other defects, representations or use of these services, or arising out of the failure to furnish the service, whether caused by acts or omissions shall be limited to the extension of allowances for interruption as set forth in Section 2.9., following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.

2.5.2. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States Government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing services to restore service in compliance with Part 64, Subpart B, Appendix A of the FCC's Rules and Regulations.

2.5.3. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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2. RULES AND REGULATIONS (cont'd)

2.5. Liability (cont'd)

- 2.5.4. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE EXCEPT AS EXPRESSLY SET FORTH IN THIS TARIFF. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ITS SERVICES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.
- 2.5.5. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.
- 2.5.6. The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of service 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.
- 2.5.7. In the event parties other than Customer (e.g., Customer's customers) shall have use of the service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third party provider or operator of facilities employed in provision of the service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.

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2. RULES AND REGULATIONS (cont'd)

2.5. Liability (cont'd)

2.5.8. Claims

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

- a. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- b. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer including, but not limited to, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.6. Use Of Service

2.6.1. The services offered herein may be used for any lawful purpose. The Customer shall not use nor permit others to use the service in a manner that could interfere with services provided to others or that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulation.

2.6.2. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.

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2. RULES AND REGULATIONS (cont'd)

2.7. Customer Deposits And Advance Payments

2.7.1. Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to four (4) months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.7.2. Deposits

- A. To safeguard its interests, the Company may require the 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.
- (1). For a Customer that has over six (6) months of service, and a deposit is requested, the estimated charges for Customers shall be based on the average monthly billing of the past six (6) months to that Customer.
 - (2). In the case of an applicant for service or present Customer who does not have six (6) months of service with the Company, the Company may use the average monthly bill for that type of service to determine the correct amount for the deposit.
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account, and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due on the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

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-
2. RULES AND REGULATIONS (cont'd)
- 2.7. Customer Deposits And Advance Payments (cont'd)
- 2.7.3. Billing and Collection of Charges

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

- A. Nonrecurring charges are due and payable within thirty (30) days after the date of the invoice.
- B. The Company shall present invoices for monthly recurring charges to the Customer, in advance of the month in which the service is provided, and recurring charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Request. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. In the event Customer has agreed to a service commitment period, any cancellation prior to the expiration of the service commitment period shall not relieve Customer of the obligation to pay cancellation charges as specified in this Tariff.

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2. RULES AND REGULATIONS (cont'd)

2.7. Customer Deposits And Advance Payments (cont'd)

2.7.3. Billing and Collection of Charges (cont'd)

- F. If the Company receives any portion of the payment after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
- a. a rate of one and one-half percent (1.5%) per month; or
 - b. the highest interest rate which may be applied under state law for commercial transactions.
- G. The Customer will be assessed a charge of Twenty-five Dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- H. Customer have up to ninety (90) days (commencing five [5] days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- I. When service has been disconnected for nonpayment and payment has not been received, or satisfactory payment arrangements have not been made, for a period of ten (10) calendar days, the Company may consider the service terminated and the equipment owned by the Company may be removed. Reconnection may be considered as a new installation as provided in the Company Tariffs.

In the event the Company incurs fees or expenses, including attorneys' 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.

2.8. Cancellation For Cause By The Company

- 2.8.1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving prior written notice to the Customer, discontinue or suspend service without incurring any liability. Service shall not be disconnected until at least five (5) days after delivery of notice or eight (8) days after the postmark date on a mailed notice.

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2. RULES AND REGULATIONS (cont'd)

2.8. Cancellation For Cause By The Company (cont'd)

- 2.8.2. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period. Service shall not be disconnected until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice.
- 2.8.3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a 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.
- 2.8.4. Upon thirty (30) days' prior written notice, the Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appealed, the FCC or other local, state or federal governmental authority.
- 2.8.5. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.8.6. Service may be discontinued by Company to the Customer, by blocking traffic to or from certain NXX exchanges, or by blocking calls using certain codes. The Company will restore service as soon as it can be provided without undue financial risk.

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2. RULES AND REGULATIONS (cont'd)

2.9. Allowances For Interruption Of Service

2.9.1. Credit for Interruptions

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

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

Interruptions of 24 Hours or Less

| <u>Length of Interruption</u> | <u>Interruption Period to be Credited</u> |
|---|---|
| Less than 30 minutes | None |
| 30 minutes up to, but not including, 12 hours | ½ Day |
| 12 hours up to, but not including, 24 hours | 1 Day |

Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be considered as one (1) interruption.

Interruptions Over 24 Hours

Interruptions over 24 hours will be credited two (2) days for each full 24-hour period. No more than thirty (30) days will be allowed for any one-month period.

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2. RULES AND REGULATIONS (cont'd)

2.9. Allowances For Interruptions Of Service (cont'd)

2.9.2. Restrictions on Allowance

No credit allowance will be made for:

- a. interruptions due to the negligence of, or noncompliance with, the provisions of this Tariff by the Customer or other common carrier providing service connected to the service of Company;
- b. 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;
- c. interruptions due to the failure or malfunction of non-Company equipment;
- d. 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;
- e. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- f. 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/or
- g. interruption of service due to circumstances or causes beyond the control of the Company.

2.9.3. 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.

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2. RULES AND REGULATIONS (cont'd)

2.10. Assignment

2.10.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

2.11. Application Of Rates

2.11.1. Ordering, Rating and Billing of Access Service Where More Than One Exchange Telephone Company is Involved

Meet point billing applies when more than one (1) Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each Company's applicable rates as set forth in Section 2.12.1.A., following.

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 (1) Exchange Telephone Company is involved in the provision of Access Service as follows:

- A. For Feature Group D Switched Access Service, when the Customer's Serving Wire Center (SWC) is not directly connected to the Company's End Office, the Customer must supply a copy of the service request to the Exchange Telephone Company in whose territory the Customer SWC is located, and any other Exchange Telephone Company(ies) involved in providing the service.

Each Exchange Telephone Company will provide the portion of Switched Transport to an Interconnection Point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service Tariff. The rate for the transport element will be determined as set forth in Section 2.12.1.B., following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

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2. RULES AND REGULATIONS (cont'd)

2.11. Application Of Rates (cont'd)

2.11.1. Ordering, Rating and Billing of Access Service Where More Than One Exchange Telephone Company is Involved (cont'd)

B. The charge for the Switched Transport rate element for services provided as set forth in Section 2.11.1.A., preceding, are determined as follows:

(1). For Feature Group D Switched Access Service, the Switched Transport charges are determined by using the steps set forth in Subsection (a)., following, for the total Switched Transport-Common Switched Transport charges.

(a). Multiply: The number of access minutes by the Company's appropriate Switched Transport per minute rate. The resulting amount is the Company's total Switched Transport charge.

C. The interconnection points will be determined by the Exchange Telephone Company(ies) involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC NO. 4, except as noted in Section 2.12.1.(D)., below.

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2. RULES AND REGULATIONS (cont'd)

2.11. Application Of Rates (cont'd)

2.11.2. Charges Based on Duration of Use

Originating calls will be measured at the Company end office to determine the basis for computing chargeable access minutes. Terminating calls will be measured at the access tandem or at the end office, when direct trunking is provided.

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

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

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

Access minute or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

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2. RULES AND REGULATIONS (cont'd)

2.12. Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service

2.12.1. Jurisdictional Reports

- A. For Feature Group D Switched Access Service, the Company, where jurisdiction can be determined from the call detail, will determine the interstate percentage as follows. For originating access minutes, the interstate percentage will be developed on a quarterly basis by end office trunk group dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes. For terminating access minutes, there are three options: (1) Customer may provide Company with a projected PIU factor; (2) the PIU for originating access may be used; or (3) Company may use a default PIU which will be an even split of 100% interstate.

When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved. This percentage shall be used by the Company as the projected interstate percentage for such call detail.

- B. These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
- C. The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 3, following.

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2. RULES AND REGULATIONS (cont'd)

2.12. Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service (cont'd)

2.12.1. Jurisdictional Reports (cont'd)

- D. Effective on the first day of January, April, July, and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than twenty (20) calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three (3) months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate and intrastate use. The revised report will serve as the basis for the next three (3) months' billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.12.1(A), preceding.
- E. The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. The Company will initiate such request no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company request.
- F. The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group D aggregated percentage of interstate use.
- G. VoIP-PSTN Traffic Report For Switched Access Service, the Customer shall, at its option, provide the Company with a Customer Percent VoIP Usage (CPVU) report projecting the percentage of access minutes that will originate (in the case of traffic terminating to a Company end user) or terminate (in the case of traffic originating to a Company end user) in IP format, as specified in the definition of "VoIP-PSTN Traffic" in Section 1, preceding. This CPVU 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. Such reports shall state the CPVU as a whole number percentage.

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2. RULES AND REGULATIONS (cont'd)**2.12. Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service (cont'd)****2.12.1. Jurisdictional Reports (cont'd)****G. (cont'd)**

- (1) The Customer may update the CPVU on the same schedule, and in the same manner, as updates to the projected interstate percentage pursuant to section 2.12.1(D), preceding. If the Customer does not update the report, the Company will assume the CPVU to be the same as that provided in the last quarterly report.
- (2) The Company will determine an American Broadband and Telecommunications (“ABT”) Percent VoIP Usage (“APVU”) factor representing the percentage of the Company’s total access minutes in the State that ABT originates or terminates on its network in IP format. This APVU shall be based on information such as the number of the Company’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.
- (3) The Company will calculate a combined Percent VoIP Usage (PVU) factor based upon the APVU and CPVU factors, using the following formula (where APVU and CPVU are expressed as decimal percentages; e.g., a CPVU of 20% is expressed as 0.20):
$$PVU = CPVU + (1 - CPVU) \times APVU$$
- (4) The Company will apply any CPVU factor submitted by the Customer no later than April 15, 2012, retroactively to January 1, 2012; after this initial period, however, any new CPVU submitted by the Customer will be applied prospectively only.
- (5) For those cases in which a quarterly report has never been received from the Customer, the Company will set the PVU equal to the APVU.
- (6) The Customer shall keep sufficient detail from which the CPVU can be ascertained. Not more than twice in any year, the Company may ask the Customer to verify the CPVU factor furnished to the Company, and the Customer may ask the Company to verify the APVU factor. The party so requested shall comply, and shall provide within 30 days of the request records and other information reasonably sufficient to determine the respective CPVU and/or APVU factor. The party requesting the verification shall pay the fees associated with the verification.

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2. RULES AND REGULATIONS (cont'd)

2.12. Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service (cont'd)

2.12.2. When Mixed Interstate and Intrastate Service is Provided Over a Dedicated Facility, the Jurisdiction will be Determined as Follows

- A. If the Customer's estimate of the interstate traffic on the service equals ten percent (10%) or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this Tariff.
- B. If the Customer's estimate of the interstate traffic on the service is more than ten percent (10%) of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.
- C. If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle.

2.12.3. Rounding

In the event the total charge for a call includes a fraction of a cent, the cost shall be rounded up to the next highest cent.

2.13. Special Customer Arrangements

- 2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special Services not offered under this Tariff, the Company, at its option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

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3. SERVICE DESCRIPTIONS

3.1. Access Services

A. Switched Access

Interexchange Switched Access Service provides an interexchange carrier (IXC) the ability to utilize the Company's local exchange network for the purpose of originating or terminating an interLATA call. The service provides the physical connection between a Customer's point of presence (POP) and an end user's premises, utilizing the Company's switched network. Switched Access provides for the ability to originate calls from an end user's premises to a Customer's POP and to terminate calls from a Customer's POP to an end user's premises in the LATA in which the customer desires to originate and terminate calls.

Interexchange Switched Access Service is provided as a trunk side connection, Feature Group D type, to Company end office switches with an associated uniform 101XXXX access code for the Customer's use in originating and terminating communications.

End Users may originate calls to a selected FGD customer by dialing 101XXXX + 1 + NPA + NXX + XXXX. Calls in the terminating direction will be completed for all IXCs whose CIC code has been opened at the tandem switch.

Interexchange calls placed by end users to 1-800-NXX-XXXXs will be completed, subject to the terms and conditions in Section 3.1.B. Interexchange calls placed by end users utilizing 500, 700, and 900/976 prefixes will be blocked.

The rates and charges for Switched Access Service depends on whether the Switched Transport is switched through an access tandem or direct routed to the Company's end office. Rates and charges for Switched Access Service are set forth in Section 4, following. The application of rates for Switched Access Service is described in Section 3.1.2., following.

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3. SERVICE DESCRIPTIONS (cont'd)

3.1. Access Services (cont'd)

B. 800 Data Base Access Service

800 Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 800 calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed 800 number.

For 800 Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D.

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3. SERVICE DESCRIPTIONS (cont'd)

3.1. Access Services (cont'd)

3.1.1. Access Service Request

The Access Service Request (ASR) shall state the date on which Service shall begin and the points between which Service is to be provided, the type of facilities required, and any special arrangements related thereto.

An ASR must be submitted by the Customer to provide Switched Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's POP to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Switched Transport and Local Switching options.

When Feature Group D ordered by specifying the number of trunks and end office and routing via an access tandem operated by another Exchange Telephone Company is desired, the Customer shall specify:

- a. the access tandem;
- b. the Switched Transport and Local Switching options desired; and
- c. an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

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

When a Customer orders Feature Group D, the Customer is responsible for assuring that sufficient access facilities have been ordered to handle its traffic.

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3. SERVICE DESCRIPTIONS (cont'd)

3.1. Access Services (cont'd)

3.1.1. Access Service Request (cont'd)

A. Access Order Service Date Intervals

Access Service is provided with the following Service Date Intervals:

(1). Standard Interval

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

| <u>Trunk Groups</u> | <u>Standard Interval</u> |
|---------------------|--------------------------|
| 1-48 Trunks | 14 business days |
| 49-96 Trunks | 15 business days |
| 97+ Trunks | Negotiated |

B. Access Order Modifications

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

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

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3. SERVICE DESCRIPTIONS (cont'd)

3.1. Access Services (cont'd)

3.1.1. Access Service Request (cont'd)

B. Access Order Modifications (cont'd)

(1). Service Date Change Charge

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

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is found in Section 4.1.3.

(2). Design Change Charge

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

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 4.1.3.

If a change of service date is also required, the Service Date Change Charge will also apply. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer, the Design Change Charge will apply.

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3. SERVICE DESCRIPTIONS (cont'd)

3.1. Access Services (cont'd)

3.1.1. Access Service Request (cont'd)

B. Access Order Modifications (cont'd)

(3). Expedited Order Charge

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

If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order.

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3. SERVICE DESCRIPTIONS (cont'd)

3.1. Access Services (cont'd)

3.1.1. Access Service Request (cont'd)

C. Cancellation of an Access Order

- (1). A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that the service is available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days.
- (2). When a Customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
 - (a). When the Customer cancels an Access Order, a charge equal to the non-recoverable costs of construction and any other expenditures incurred for the service shall apply.
 - (b). If the Company misses a service date for an Access Order by more than thirty (30) days, due to circumstances referred to in Section 2.5.2., the Customer may cancel the Access Order without incurring cancellation charges.
- (3). The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. Additionally, a new minimum period will be established.
 - a. A move to a different building;
 - b. A change in the type of service;
 - c. A change in Switched Access Interface Group;
 - d. A change in STP Access Link;
 - e. A change in STP Port; and/or
 - f. A change in Company -provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.

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3. SERVICE DESCRIPTIONS (cont'd)

3.1. Access Services (cont'd)

3.1.1. Access Service Request (cont'd)

D. Minimum Period

(1). The minimum period for which Access Service is provided and for which charges are applicable, is one (1) month.

(2). Minimum Period Charges

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

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

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

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

E. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: service order charge, installation of service, and service rearrangements.

(1). Service Order Charge

A nonrecurring charge applies anytime a Customer initiates an order for service. This charge applies once per order, regardless of the number of facilities ordered.

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3. SERVICE DESCRIPTIONS (cont'd)

3.1. Access Services (cont'd)

3.1.1. Access Service Request (cont'd)

E. Nonrecurring Charges (cont'd)

(2). Installation Charge

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per-trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per-trunk basis, but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD, and an administrative charge shall apply any time a Customer initiates an order for service.

(3). Service Rearrangement Charge

Service Rearrangement Charges apply to moves that change the physical location of the point of termination and are described below.

(a). Moves within the same building: When the move is to a new location within the same building, the charge for the move will be an amount equal to one-half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

(4). Record Change Charge

Any changes to the account record, billing or otherwise, that have no engineering or operational effect on the Customer account.

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3. SERVICE DESCRIPTIONS (cont'd)

3.1. Access Services (cont'd)

3.1.2. Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, Switched Transport, End Office, and Switched Transport Multiplexing.

A. Switched Transport

The Switched Transport rate category provides for transmission facilities between the Customer's POP and the Company's end office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

Except as stated in the following paragraph, Switched Transport service is provided in conjunction with SBC. Charges for Switched Transport service are computed in accordance with Section 2.12. (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company is Involved).

Upon request, the Company will provide dedicated Direct Transport in place of Tandem Switched Transport between a Customer's POP and the Company's end office switch. If Direct Transport facilities are provisioned entirely by the Company, Entrance Facility Termination charges as described will apply.

At the Customer's option, the Entrance Facility and Direct Transport may be provided by the Company, by the Customer, or by another carrier.

The following paragraphs describe the Switched Transport rate elements.

Switched Transport - Entrance Facility, Tandem-Switched Transport, and Direct Transport

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3. SERVICE DESCRIPTIONS (cont'd)

3.1. Access Services (cont'd)

3.1.2. Standard Rate Categories (cont'd)

A. Switched Transport (cont'd)

(1). Entrance Facility

An Entrance Facility provides the communication path at the DS1 level between a Customer's POP and the Company serving wire center (SWC) of that premises for the sole use of the Customer. The Entrance Facility rate category is a monthly fixed rate applied per point of termination. An Entrance Facility is required whether the Customer's POP and the SWC are located in the same or different buildings.

(2). Tandem-Switched Transport

Tandem-Switched Transport provides Switched Transport that is switched through a tandem switch, between the Customer's POP and the end offices subtending the tandem.

Tandem-Switched Transport is composed of the following usage-sensitive rate elements.

- (a). The Tandem-Switched Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.
- (b). The Tandem-Switched Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile.

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3. SERVICE DESCRIPTIONS (cont'd)

3.1. Access Services (cont'd)

3.1.2. Standard Rate Categories (cont'd)

A. Switched Transport (cont'd)

(2). Tandem-Switched Transport (cont'd)

(c). The Tandem Switching Element includes the access tandem associated with Tandem-Switched Transport Traffic and is assessed per access minute switched through the tandem.

(3). Direct Transport

Direct Transport provides a dedicated transmission path from the serving wire center of the Customer's POP to an end office. This transmission path is dedicated to the use of a single Customer.

The Direct Transport Channel Mileage Termination rate element provides for the termination of the interoffice facility at each end of the Direct Transport service.

The Direct Transport Channel Mileage rate element provides for the interoffice transmission facilities between designated offices. The channel mileage charges apply per mile of interoffice transport.

DS1 facilities are available for Switched Transport - Entrance Facilities and for Switched Transport - Direct Transport Facilities. A DS1 facility is capable of transmitting electrical signals at a normal 1.544 Mbps, with the capability to channelize up to twenty-four (24) voice-frequency transmission paths.

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3. SERVICE DESCRIPTIONS (cont'd)

3.1. Access Services (cont'd)

3.1.2. Standard Rate Categories (cont'd)

B. Carrier Common Line

Carrier Common Line charges apply to both originating and terminating access minutes of use.

C. End Office

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The End Office rate category consists of the Local Switching rate element, which is applied on a per MOU basis.

(1). Local Switching

The Local Switching rate element provides for:

- a. the use of end office switching equipment;
- b. the terminations for and use of the end user common lines terminating in the local end office; and
- c. the termination of a call at a Company Intercept operator or recording.

The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a Customer based on the total number of access minutes.

(2). Shared End Office Trunk Port

The Shared End Office Trunk Port provides for the termination of Tandem Switched Transport access minutes to an end office.

3. SERVICE DESCRIPTIONS (cont'd)

3.1. Access Services (cont'd)

3.1.2. Standard Rate Categories (cont'd)

D. Switched Transport Multiplexing

1. Common Multiplexing

Common Multiplexing is assessed on a per minute basis at the access tandem for all switched access minutes that are transported over Tandem-Switched Transport between the end office and the access tandem. The Common Multiplexing charge applies whenever the Tandem Switching rate applies, except when switched access is provided in conjunction with a cellular carrier, which is directly connected to the access tandem.

2. Dedicated Multiplexing

Dedicated Multiplexing is applied to Direct Transport Facilities and is assessed on a monthly basis.

3.1.3 Rates Applicable to Toll VoIP-PSTN Traffic

- (A) This Section applies to all toll VoIP-PSTN Traffic that uses the Company's intrastate access services, in the absence of a separate agreement between the Company and the Customer governing such traffic.
- (B) The Company will use the PVU factor, as determined pursuant to Section 2.12.1(G) 3, preceding, to determine what portion, if any, of intrastate Switched Access Service provided by the Company to the Customer pursuant to this Tariff constitutes toll VoIP-PSTN Traffic.
- (C) Notwithstanding any other provisions of this Tariff, the rates applicable to origination or termination of toll VoIP-PSTN Traffic shall be equal to the Company's interstate access charges for origination or termination of comparable interstate traffic, as stated in the Company's interstate access tariff on file with the Federal Communications Commission and as in effect at the time the service is provided.
- (D) If the PVU factor is not available and/or cannot be implemented in the Company's billing system by January 1, 2012, then once the factor is available and can be implemented the Company will adjust the Customer's bills to reflect the PVU retroactively to January 1, 2012 as mandated by the FCC.
- (E) This section of the Tariff does not preclude the parties from negotiating different rates, terms and conditions governing reciprocal compensation for toll VoIP-PSTN tariff.

3. SERVICE DESCRIPTIONS (cont'd)

3.1. Access Services (cont'd)

3.1.4. Other Rate Categories

A. 800 Data Base Access Service

1. Customer Identification and Delivery Charge

The 800 Data Base Access Service Customer Identification Charge applies for the identification of the appropriate Customer and for the delivery of the dialed 800 ten-digit number. 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.

3. SERVICE DESCRIPTIONS (cont'd)

3.2. Miscellaneous Services

3.2.1. Presubscription

- A. Presubscription is an arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) to access, without an access code, for intraLATA and interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC).

Prior to a request for presubscription, all end user Customers will be PIC'd to the Company long distance service.

- B. Presubscription will be offered to any IXC, upon a written bona fide request, within one hundred eighty (180) days of receipt of the bona fide request.

Interexchange carriers must execute the Company-provided Participation Questionnaire and Non-Disclosure Agreement to request presubscription.

- C. At the request of a new or existing end user served by a Feature Group D end office where presubscription has been implemented, the Company will provide a list of IXCs the end user may select as its PIC. At no charge for the initial selection, the Customer may choose either of the following options.

(1). Designate an IXC as a PIC and dial 101XXXX to reach other Ics.

(2). Designate that they do not want to be presubscribed to any IXC and choose to dial 101XXXX for all calls to all IXCs.

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge applies. This charge is billed to the end user.

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3. SERVICE DESCRIPTIONS (cont'd)

3.2. Miscellaneous Services (cont'd)

3.2.2. Billing Name and Address Service

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

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

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

BNA Service is provided on a manual basis. The requested information will be provided by fax or by mail as is appropriate.

BNA information is furnished for originating calls dialed with a 101XXXX access code, sent-paid, collect, and bill to third number.

A request for BNA should be mailed or faxed to the Company. The Company will provide the response by fax or by first class U.S. Mail within ten (10) business days.

The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.

The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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3. SERVICE DESCRIPTIONS (cont'd)

3.2. Miscellaneous Services (cont'd)

3.2.2. Billing Name and Address Service (cont'd)

A. Obligations of the Customer

- (1). With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.
- (2). The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this Tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.
- (3). The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases, or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- (4). When the Customer orders BNA Service for both interstate and intrastate messages and where the recorded message detail is not sufficient to determine the jurisdiction, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 ($100 - \text{projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage.

This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

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3. SERVICE DESCRIPTIONS (cont'd)

3.2. Miscellaneous Services (cont'd)

3.2.2. Billing Name and Address Service (cont'd)

A. Obligations of the Customer (cont'd)

- (4). Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three (3) months ending the last day of December, March, June and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three (3) months' billing and will be effective on the bill date in the following month (e.g., February, May, August and November). No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be an even 50/50 split.
- (5). The Company shall use reasonable efforts to provide accurate and complete lists. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

B. Rate Regulations

- (1). Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis, and for establishment of a Master List for a Customer.
- (2). A charge applies for each request for BNA information for a telephone number provided on a manual basis.

The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests and messages.
- (3). When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

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4. RATES AND CHARGES

4.1. Non-Recurring Charges

4.1.1. Service Order Charge

Business Installation - Per Line/Trunk \$50.00

4.1.2. Restoral Charge \$35.00

4.1.3. Moves, Adds, and Changes Charge \$35.00

4.1.4. Premises Visit Charge (Hourly Charge) \$40.00

4.1.5. Central Office Line Charge \$35.00

4.1.6. Primary Interexchange Carrier Change (PICC) Charge

Single Line \$ 0.53

Multi Line \$ 2.75

4.1.7. Remote Call Forwarding \$16.61

4.1.8. Bad Check Charge \$35.00

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4. RATES AND CHARGES (cont'd)

4.2. (Reserved for Future Use)

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4. RATES AND CHARGES (cont'd)

4.3. Carrier Access Charges

4.3.1. Carrier Common Line

| | |
|-------------------------|--------|
| Originating, per minute | Note 1 |
| Terminating, per minute | Note 1 |

4.3.2. Transport

A. Entrance Facility (Per DSI)

| | |
|-------------------|--------|
| Monthly recurring | Note 1 |
| Nonrecurring | |
| First | Note 1 |
| Additional | Note 1 |

B. Direct Transport (Per DSI)

| | |
|--|--------|
| Dedicated Transport - Termination | |
| Monthly recurring | Note 1 |
| Nonrecurring | |
| First | Note 1 |
| Additional | Note 1 |
| Dedicated Transport - Facility, per mile | Note 1 |
| Dedicated Tandem Port, per port | Note 1 |
| Dedicated Trunk Port, per port | Note 1 |

Note 1 – American Broadband and Telecommunications Company’s switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (“ILEC”) which serves the territory in which the traffic originates or terminates, as set forth in Verizon North Inc.’s Intrastate Access Tariff PUCO No. 2 tariff and AT&T Ohio Tariff No. 20, Part 21.

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4. RATES AND CHARGES (cont'd)

4.3. Carrier Access Charges (cont'd)

4.3.2. Transport (cont'd)

C. Common Transport

| | |
|--|--------|
| Access Order Charge | Note 1 |
| Nonrecurring Trunk Charges | |
| First | Note 1 |
| Additional | Note 1 |
| Tandem Switched Transport - Termination, per minute | Note 1 |
| Tandem Switched Transport - Facility, per minute, per mile | Note 1 |
| Tandem Switching, per minute | Note 1 |
| Common Transport Multiplexing (CMUX), per minute | Note 1 |
| Common Trunk Port (CTP), per minute | Note 1 |

D. Host/Remote Transport

| | |
|--|--------|
| Host/Remote Transport - Termination, per minute | Note 1 |
| Host/Remote Transport - Facility, per minute, per mile | Note 1 |
| Host/Remote Transport Multiplexing (CMUX), per minute | Note 1 |
| Host/Remote Trunk Port (CTP), per minute | Note 1 |

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4. RATES AND CHARGES (cont'd)

4.3. Carrier Access Charges (cont 'd)

E. Local Switching

Originating, per minute Note 1

Terminating, per minute Note 1

F. Information Surcharge (per minute) Note 1

G. 800 Query (per query) Note 1

Note 1 – American Broadband and Telecommunications Company’s switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (“ILEC”) which serves the territory in which the traffic originates or terminates, as set forth in Verizon North Inc.’s Intrastate Access Tariff PUCO No. 2 tariff and AT&T Ohio Tariff No. 20, Part 21.

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