
LOCAL EXCHANGE SERVICES TARIFF

*This Tariff PUCO Tariff No. 3, issued by Bandwidth.com CLEC, LLC,
Cancels and Replaces PUCO Tariff No. 1 in its entirety.*

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMPETITIVE LOCAL EXCHANGE SERVICES
WITHIN THE STATE OF OHIO
PROVIDED BY
BANDWIDTH.COM CLEC, LLC

PRINCIPLE OFFICE

Bandwidth's principle office in its serving territory is located at
4001 Weston Parkway,
Cary, North Carolina 27513.

This Tariff is available for public inspection at
the above address during regular business hours.

This tariff is compliance with Rule 4901:1-6, OAC.

LOCAL EXCHANGE SERVICES TARIFF

CHECK SHEET

The sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

PAGE	REVISION		PAGE	REVISION
1	Original	*		
2	Original	*		
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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14. 1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. 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. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

LOCAL EXCHANGE SERVICES TARIFF

EXPLANATION OF SYMBOLS

- (C) - To signify a changed regulation
- (D) - To signify a discontinued rate or regulation
- (I) - To signify an increase in a rate
- (M) - To signify text or rates relocated without change
- (N) - To signify a new rate or regulation or other text
- (R) - To signify a reduction in a rate
- (T) - To signify a change in text but no change in rate

LOCAL EXCHANGE SERVICES TARIFF

DEFINITIONS

Applicant - refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

Business Hours - refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

Carrier, Company or Utility - refers to Bandwidth.com CLEC, LLC

Commission or PUCO - refers to the Public Utilities Commission of Ohio.

Completed call - is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

Customer - refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

Delinquent or Delinquency - refers to an account for which payment has not been paid in full on or before the last day for timely payment.

Grandfathered Service - applies to an obsolete and/or outdated service the Utility no longer wishes to provide. The grandfathering of a service is the Utility's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

Local Access Transport Area ("LATA") - refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

Nonrecurring Charges - refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

Non-Published or Unlisted Service - refers to service that is not accompanied by inclusion of the Subscribers name, address, or telephone number in a published directory or directory assistance data base.

Service - refers to any telecommunications service(s) provided by the Company under this tariff.

Subscriber - refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

Station - refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

Tariffs - refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 1 – APPLICATION OF TARIFF

- 1.1.1 This tariff governs the services provided by Bandwidth.com CLEC, LLC that originate and terminate within the State of Ohio. Specific services and rates are described elsewhere in this tariff. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.
- 1.1.2 The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 1.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.1.4 The Company's services are available to business customers.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations, rates and charges applicable to resold and facilities-based competitive local exchange services provided by the Company in the State of Ohio.

2.2 Obligations of the Customer

2.2.1 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.
- C. Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
- D. Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- E. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- F. 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.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer, (Cont'd.)

- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- A. Any loss, destruction or damage to property of the Company or any third party, 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 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.
- 2.2.3 The customer is responsible for ensuring that, customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities 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.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 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 this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company**

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- A. The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Bandwidth's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Bandwidth, shall not result in the imposition of any liability upon Bandwidth.
- B. Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- C. The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Bandwidth will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Bandwidth, that furnishes services, facilities, or equipment used in connection with Bandwidth's services or facilities.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.1 (Cont'd.)

- D. EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, BANDWIDTH MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- E. IN NO EVENT SHALL BANDWIDTH BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).
- F. Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the courts responsibility to determine the validity of the exculpatory clauses.

2.3.2 Limitation of Liability

- A. Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.3.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or ceased.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.4 Application for Service****2.4.1 Minimum Contract Period**

- A. Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new 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.
- B. Except as provided in A., 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 customers to the day the succeeding directory is first distributed to customers.
- C. The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

- A. Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
- B. Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
 - 1. The total costs of installing and removing such facilities; or
 - 2. 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 applicable installation and termination charges.
- C. Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.4 Application for Service, (Cont'd.)

2.4.2 Cancellation of Service, (Cont'd.)

- D. The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

- E. In the event that the Company plans to exit a current region, the Customer shall be provided with ninety (90) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.5 Payment for Service**

2.5.1 The Company will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days from the postmark on the Bill (the "Due Date").

2.5.2 Payments are past due if not received by the Company by the Due Date. Bills not paid within forty (40) days of the Due Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non-payment. Service will be disconnected, if payment has not been received within forty (40) days after the due date of the bill.

The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.3 The Company reserves the right to require from an applicant for service an advance payment as a means of compensation for extraordinary expense, including but not limited to special construction costs associated with a particular service installation.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

2.5.4 Late Payment Charges

Any amounts past due will be subject to a late payment charge accruing at the rate of 1 1/2 % per month until paid. There shall be no late payment charges on previously applied late payment charges and late payment charges should be applied without discrimination.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Complaints and Billing Disputes

2.6.1 In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.

2.6.2 Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Public Utility Commission of Ohio. The complaint may be filed at the following address:

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

Toll Free Telephone: 1-800-686-7826

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

From 8:00 AM to 5:30 PM (EST) Weekdays or at www.PUCO.ohio.gov.

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

Toll Free Telephone: 1-877-742-5622

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

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.7 Allowance for Interruptions in Service**

- 2.7.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company,
- 2.7.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days.

If an out-of-service condition exceeds 24 hours but is less than 48 hours, the local service provider shall credit the customer's bill for at least the pro rata portion of the monthly charge(s) for all regulated local services rendered inoperative during the interruption. Credit for out-of-service conditions lasting longer shall be provided as follows:

- A. The Company shall provide a customer who experiences an interruption of service condition of 48 hours but less than 72 hours a credit equal to at least one-third of one month's charges for any regulated local services rendered inoperative.
- B. The Company shall provide a subscriber who experiences an interruption of service condition of 72 hours but less than 96 hours a credit equal to at least two-thirds of one month's charges for any regulated local services rendered inoperative.
- C. The Company shall provide a subscriber who experiences an interruption of service condition of at least 96 hours a credit equal to at least one month's charges for any regulated local services rendered inoperative.

2.8 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, 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. All special customer arrangement contracts will be in writing and will be filed with the Commission.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.9 Disconnection and Termination of Service

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

2.9.1 Disconnection of Service Without Notice

The Company shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if

- A. an emergency may threaten the health or safety of a person, or the Company's distribution system. If service is disconnected, the company shall act promptly to restore service as soon as possible;
- B. a customer's use of telecommunications equipment adversely affects the company's equipment, its service to others, or the safety of the company's employees or subscribers;
or
- C. a customer tampers with facilities or equipment owned by the telecommunications provider.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.9 Disconnection and Termination of Service, (Cont'd.)****2.9.2 Disconnection of Service Requiring Notice, (Cont'd.)**

Disconnection notices issued by the Company will inform the Customer facing local service disconnection of the total amount which the Customer would need to pay in order to avoid disconnection of local service. It must also inform the Customer of the Company's legal obligation to provide local only service to customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.

A. The Company may disconnect service for any of the following reasons, other than for non-payment, provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than thirty (30) days in which to remove the cause for disconnection:

1. Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for Violation of or non-compliance with the Company's tariffs on file with the Commission.
2. Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.
3. Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.
4. Failure to meet the utility's deposit and credit requirements.
5. For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least seven (7) days notice, in which to make settlement before service is denied. Service will not be disconnected earlier than fourteen (14) days after the due date of the bill.
6. Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or right-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.9 Disconnection and Termination of Service, (Cont'd.)

2.9.2 Disconnection of Service Requiring Notice, (Cont'd.)

A. (Cont'd.)

7. Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
8. The acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Bandwidth or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.10 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, 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.

2.11 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such 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.

2.12 Incomplete Calls

There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.13 Overcharge/Undercharge

When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2.14 Notices

Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.15 Emergency Calling**

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – DESCRIPTION OF SERVICES**3.1 Local Exchange Service¹**

3.1.1 Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges, to all local exchange access lines connected to a Central Office (CO) of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange. Service will be provided where facilities are available from the Local Exchange Company (LEC). Bandwidth offers AT&T of Ohio, Verizon North, Cincinnati Bell Telephone Company and United Telephone Company of Ohio d/b/a Embarq Local Exchange Services under resale.

3.1.2 Service is classified as business service and business rates apply when any of the following conditions exist:

- When the service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities.
- Service for social clubs (i.e. Elks, VFW, Eagles, etc.) will be considered business service.
- When the directory listing is to be a business listing, except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number.

3.2 Exchange Areas Served and Local Calling Areas**3.2.1 AT&T Ohio Exchanges**

AT&T Ohio exchanges where Bandwidth's local exchange service is available and their associated local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

 LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 – RATES AND CHARGES

4.1 Local Exchange Service

4.1.1 Service Charges

	<u>Monthly Rate</u>		<u>Non-Recurring Charge</u>	
	<u>Current</u>	<u>Maximum</u>	<u>Current</u>	<u>Maximum</u>
First Measured Business Line or Trunk	\$19.22	\$32.06	\$49.57	\$59.48
Changes, Service Restoration To change class, type/grade of service			\$49.57	\$59.48
Restoral Charge	-	-	\$49.57	\$59.48

LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.1 Local Exchange Service, (Cont'd.)

4.1.2 Local Usage Rates - Measured

The Customer is billed for usage based on the number, duration, distance, and time of day of the originating call. The rates set forth in this section apply to all direct dialed local calls. All calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA calls and a twenty-four (24) second minimum on intraLATA calls.

Different rates based on the time of day or day of week are described in the following rate table.

Rate Periods	From	To, but not Including	Days
Day	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Friday
Night/Weekends	ALL DAY	ALL DAY	Saturday-Sunday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

<u>Day</u>	<u>Actual</u>	<u>Maximum</u>
First Minute	\$0.040	\$0.048
Additional	\$0.010	\$0.012
 <u>Evening</u>		
First Minute	\$0.028	\$0.0336
Additional	\$0.0700	\$0.084
 <u>Night & Weekend</u>		
First Minute	\$0.016	\$0.0192
Additional	\$0.004	\$0.0048