REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL, MESSAGE TOLL, AND LONG DISTANCE END-USER

COMMUNICATIONS SERVICES WITHIN

THE STATE OF OHIO

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

C	To signify changed regulation.
D	To signify discontinued rate or regulation.
I	To signify increased rate.
M	To signify a move in the location of text.
N	To signify new rate or regulation.
R	To signify reduced rate.
S	To signify reissued matter.
T	To signify a change in text but no change in rate or regulation.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Intrastate end-user communications services by Broadwing Communications LLC, to customers within the State of Ohio. Broadwing Communications LLC is a service mark of the Company. Certain terms used generally throughout this tariff are defined below.

SECTION 1: DEFINITIONS

Access Line: A transmission path, which connects a subscriber location to the carrier's terminal location or switching center.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Authorization Code: A numerical code, one or more of which is assigned to a subscriber to enable Broadwing Communications LLC to identify use of service on his account and to bill the subscriber accordingly for such service. Multiple authorization codes may be assigned to a subscriber to identify individual users or groups of users on his account.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bandwidth: The total frequency band, in hertz, allocated for a channel.

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

Call Back/Camp: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding:

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

SECTION 1: DEFINITIONS

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

SECTION 1: DEFINITIONS

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company, Carrier, or Broadwing Communications LLC: Broadwing Communications LLC, the issuer of this tariff.

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

Dedicated Access Lines ("DAL"): A group of leased lines which interconnect a switching system to a dedicated subscriber.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

SECTION 1: DEFINITIONS

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

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Digital Signal Level 1 ("DS-1"): A 1.544 Mbit/s signal (T1 carrier).

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Do Not Disturb permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

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

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

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

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

Interconnection: The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.

SECTION 1: DEFINITIONS

Interexchange Service: Any of the Company's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.

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

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

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

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

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

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

Other Carrier: A person, firm, corporation, or entity regulated by the PSC or the FCC which subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit. Unless otherwise indicated herein, the term "other carrier" when used in this tariff includes entities which are brokers of the service (act as intermediaries for the purpose of reselling), those entities which are processors of the service (enhance the value of the service through substantial incurred costs) and those entities which are underlying carriers or providers of facilities.

SECTION 1: DEFINITIONS

Point of Presence ("POP"): Point at which responsibility for handling traffic changes over from the local telephone operating company to the interexchange carrier.

Premises: The space designated by a Subscriber as its place or places of business for termination of service (whether for its own communications needs or for its resale subscribers).

Primary InterLATA Carrier ("PIC"): Long distance carrier designated by a telephone subscriber to provide him with interLATA service without having to dial a special access code.

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

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

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

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

Shared Inbound Calls: Refers to calls that are terminated via the Customer's LEC-provided local exchange access line.

Shared Outbound Calls: Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's network. Calls to stations within the Customer's LATA may be placed by dialing "10 + XXX or 101XXXX + the 10-digit number".

SECTION 1: DEFINITIONS

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed-calling list is customer-changeable.

Station: Allows a station line user to add, change or delete telephone numbers from a speed-calling list. The list is dedicated to the individual station line user.

Subscriber-Provided Equipment: Terminal equipment, as defined herein, provided by a subscriber.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Terminal Equipment: Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

T1: The basic 24-channel 1.544 Mbps pulse code modulation system as used in the United States.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by Customer to use service provided under this tariff.

SECTION 2: REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Ohio.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

SECTION 2: REGULATIONS

2.1.2 Shortage of Equipment or Facilities

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

B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.3 Terms and Conditions

A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

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

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

D) In any action between the parties to enforce any provision of this tariff, the Company shall be entitled to recover its legal fees and court costs from the customer, in the event the Company prevails in the action. In addition, the Company will be entitled to any other relief the court may award.

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.3 Terms and Conditions (cont'd.)

E) The Company will notify or attempt to notify the Customer, before any service is refused or disconnected, if the any one of the following conditions exist:

1) The Customer is using the service in violation of the Company's rules or tariffs on file with the Commission; or

2) The Customer is using the service in violation of or in non-compliance with the Commission's then-current regulation governing service supplied by the Company; or

3) The Customer fails to comply with municipal ordinances or other laws pertaining to telecommunications services; or

4) The Customer refuses to permit the Company necessary access to its facilities or equipment.

F) This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

G) Ohio Bell Telephone Company or Any Other Telephone Company of the State of Ohio must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

H) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' customers. At the reasonable request of either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company

A) Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. 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 Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God; insurrections; riots; military actions; wars or strikes.

C) The Company shall not be liable for:

1) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or

2) for the acts or omissions of common carriers or warehousemen.

D) 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.

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 *Liability of the Company (cont'd.)*

E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations.

F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

G) The Company shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.

H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.

I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company (cont'd.)

J) The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.

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

L) Commission authorization of the termination liability language pursuant to the 0-day notice procedure is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.

2.1.5 Notification of Service-Affecting Activities

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

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.6 Provision of Equipment and Facilities

A) In the event the Company fails to install new service within five business days of an application for new service or fails to install such service by the requested installation date when at least five days notice is given, the Company will waive at least one-half the non-recurring installation charges. Furthermore, if the Company fails to install new service within ten business days of an application for new service or fails to install such service by the requested installation date, when at least ten days notice is given, the company shall waive all non-recurring installation charges. Such credits shall not be required where:

1) Special equipment or service is involved;
2) Application is for new service in an undeveloped area where no facilities exist; or
3) Applicant or subscriber has not met pertinent tariff requirement.

B) Upon the applicants or subscribers request, for each instance where the Company fails to meet a scheduled installation appointment, the Company shall waive at least one-half of the non-recurring installation charges. Also upon request of the applicant or s or outside repair commitment, the Company shall credit the subscribers bill at least one-half of one months charges for any service rendered inoperative. The Company will notify the subscriber of the availability of such credits at the time the appointments are made. The credits required in this paragraph do not apply when either the Company provides the subscriber twenty-four hour notice of its inability to meet the appointment or the effects of a natural disasters prohibit the Company from providing such notice.

C) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

D) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

E) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.6 Provision of Equipment and Facilities (cont'd.)

F) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

G) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
2) the reception of signals by Customer-provided equipment; or
3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

G) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

2.1.7 Non-routine Installation

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

SECTION 2: REGULATIONS

2.1.8 Special Construction

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

A) where facilities are not presently available and there is no other requirement for the facilities so constructed;

B) of a type other than that which the Company would normally utilize in the furnishing of its services;

C) over a route other than that which the Company would normally utilize in the furnishing of its services;

D) in a quantity greater than that which the Company would normally construct;

E) on an expedited basis;

F) on a temporary basis until permanent facilities are available;

G) involving abnormal costs; or

H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Equipment furnished by the Company on the premises of a subscriber is the property of the Company.

SECTION 2: REGULATIONS

2.2 Prohibited Uses

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

B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Ohio Public Utility Commission regulations, policies, orders, and decisions.

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

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

SECTION 2: REGULATIONS

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

A) the payment of all applicable charges pursuant to this tariff;

B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

SECTION 2: REGULATIONS

2.3 Obligations of the Customer (cont'd.)

2.3.1 General (cont'd.)

F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2: REGULATIONS

2.3 Obligations of the Customer (cont'd.)

2.3.2 Liability of the Customer

A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

D) Neither subscriber's landlord nor landlord's officers, agents or employees, the building management or any party in interest to the lease under which subscriber occupies space in the building shall have any liability to subscriber arising from the provision or operation of the services and service-related equipment referred to herein, or the interruption or failure thereof from any cause whatsoever.

2.3.3 Reserved for Future Use [D]

SECTION 2: REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

SECTION 2: REGULATIONS

2.4 Customer Equipment and Channels (cont'd.)

2.4.3 Interconnection of Facilities

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

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

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

D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

SECTION 2: REGULATIONS

2.4 Customer Equipment and Channels (cont'd.)

2.4.4 Inspections

A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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

SECTION 2: REGULATIONS

2.5 Customer Deposits and Advance Payments

2.5.1 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 two 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 non-recurring 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. Advanced payments may be required of business customers only.

SECTION 2: REGULATIONS

2.5 Customer Deposits and Advance Payments (cont'd)

2.5.2 Deposits

A) Company may require the Customer to satisfactorily establish his financial responsibility pursuant to and in accordance with the rules governing the establishment of credit and deposits in Chapter 4901:1-17, Ohio Administrative Code.

B) 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. The deposit will not exceed an amount equal to two month's charges for a service or facility which has a minimum payment period of one month plus 30 percent of the monthly estimated charge for a specified customer.

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

D) 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 to 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.

E) Deposits held more that 180 days will accrue interest at a rate specified by the Ohio Public Utility Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer. Deposits held less than 180 days will not accrue interest.

SECTION 2: REGULATIONS

2.6 Payment Arrangements

2.6.1 Payment for Service

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

2.6.2 Billing and Collection of Charges

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

A) Non-recurring charges are due and payable within 30 days after the date of the invoice. If an application for residential service is accepted, the Company shall offer the subscriber the option to deferred payment on the installation charges. Those deferred payments will be spread over a three-month period. Payment received by an authorized agent of the Company shall be treated in the same manner as payment made directly to the Company.

B) The Company shall present invoices for monthly Recurring Charges as well as usage charges to the Customer 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 rate basis. For this purpose, every month is considered to have 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 Order.Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which 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:

SECTION 2: REGULATIONS

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

1) a rate of 1.5 percent per month; or

2) the highest interest rate which may be applied under state law for commercial transactions.

F) The Customer will be assessed a charge of twenty dollars ($20.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

H) If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges. However, the Company will not insist upon payment of any new bill that is not past due if that bill did not itself cause the disconnection.

I) When the Company has undercharged or overcharged the Customer as the result of a miscalculation, inaccuracy, billing, or other continuing problem under the Company's control or under the control of the entity for whom the Company is billing charges:

1) The maximum portion of the undercharge that may be recovered from the customer in any billing month, based on the appropriate rates, shall be determined by dividing the amount of the undercharge by the number of months of undercharged or unbilled service, unless the customer agrees to alternative payment arrangements.

2) The total overcharge and accrued interest shall be reimbursed to the customer within two billing periods if such reimbursement is justified. The interest rate and terms shall be the same as those for deposits pursuant to rule 4901: 1-17-05(C) of the Ohio Administrative Code.

3) The Company shall state the total amount to be collected or refunded by the second bill mailed to the Customer after such collection or refund is justified. This rule shall not affect the Company's recovery of regular monthly charges. The Company will not recover a service or billing fee. The Company will not disconnect service to collect an undercharge under this rule, except for nonpayment of the amount lawfully billed under this rule.

SECTION 2: REGULATIONS

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

I) The Company shall permit a residential Customer to designate a third part to receive notice of the pending disconnection of the subscriber's local exchange or inter-exchange service or of any other credit notices sent to the Customer. The Company shall inform the third party that their consent to receive such notices does not constitute acceptance of any liability by the third party for payment for service provided to the Customer.

SECTION 2: REGULATIONS

2.6.3 Discontinuance of Service for Cause

A) Upon nonpayment of any amounts for local services owing to the Company, the Company may, by giving seven days prior written notice to the Customer, discontinue or suspend service without incurring any liability. Billed amounts become past due fourteen days after the date postmarked on the bill.

B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving seven days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

C) 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.

D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

F) In the event of fraudulent use of the Company's network, as set forth and defined in its tariffs on file with the Commission, the Company may suspend or discontinue service after the Company notifies or attempts to notify the Customer. The Customer will be liable for all related costs as set forth in Section 2.9 of this tariff. The Customer will also be responsible for payment of any reconnection charges.

G) Once the Company's discontinues service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent). This paragraph applies only to Customers who are under contract with the Company.

SECTION 2: REGULATIONS

2.6.3 Discontinuance of Service for Cause (cont'd.)

H) The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with 30 days written notice.

I) The company will not disconnect service of the Customer if the customer pays the Company the total amount due (or an amount agreed upon between the Company and the Customer to prevent disconnection) on their account by the close of business on the disconnection date listed on the disconnection notice.

J) The Company may disconnect or suspend service with no notice if an emergency may threaten the health or safety of a person, or the Company's distribution system; or, if the use of a Customer's equipment is used in such a manner that would adversely affect the Company's equipment, its service to others, or the safety of the Company's employees or Customers; or, in the event of tampering with any facilities or equipment furnished and owned by the Company.

K) In the event of an emergency that requires the Company to suspend or disconnect service, the Company shall act promptly to assure restoration of service as soon as possible. Service shall be restored to a residence before it may be disconnected for any other reason

L) If a Customer or a member of the Customer's household demonstrates that disconnection of service would be especially dangerous to their health, the Company will consider this circumstance when offering extended payment arrangements to avoid disconnection. Payment arrangements shall be offered regardless of the credit class of the customer.

SECTION 2: REGULATIONS

2.6.3 Discontinuance of Service for Cause (cont'd.)

M) Unless prevented by circumstances beyond the Company's control or unless a subscriber requests otherwise, the Company shall reconnect previously isconnected service by five p.m. on the next business day following either receipt by the Company or its authorized agent of the full amount in arrears for which service was disconnected, or upon verification by the Company that conditions which warranted disconnection of service have been eliminated or agreement by the Company and the Customer on a deferred payment plan and a payment, if required, under the plan.

N) For purposes of disconnection, partial payments must be apportioned to regulated local service charges first before being applied by the Company to any toll charges.

O) Local service may not be refused or disconnected to any application of Customer for any of the following reasons:

1) Failure to pay for service furnished to a former subscriber who previously subscribed to service unless the former subscriber and the new applicant for service continue to be members of the same household;
2) Failure to pay for a different class of service. Residential service may not be denied or disconnected for nonpayment of a nonresidential account an vice versa;
3) Failure to pay any amount which is in bona fide dispute. The Company may not disconnect service if the subscriber pays either the undisputed portion of the bill or the amount paid for the same billing period in the previous year; or
4) Failure to pay directory advertising charges or any other non-regulated service charges.

SECTION 2: REGULATIONS

2.6.3.1 Disconnection Notice

The notice of disconnection will clearly state:

A) A statement that failure to pay the amount required at the Company's office or to one of its authorized agents by the date specified on the notice may result in the disconnection of local or toll or optional services;

B) The earliest date when disconnection will occur;

C) The reason(s) for disconnection and any actions which the subscriber must take in order to avid the disconnection, including the total amount required to be pain (which shall not be greater than the past due balance);

D) The total amount due to avoid disconnection of local exchange service as defined in paragraph A of this rule;

E) The total amount due for toll charges and a statement that nonpayment of charges may result in the disconnection of toll service;

F) The total amount due for non-regulated charges and a statement that nonpayment of such charges cannot result in the disconnection of basic local service or regulated toll service;

G) The address and telephone number of the office of the company that the Customer may contact in reference to their account.

H) A statement that the PUCO staff is available is available to render assistance with unresolved complaints.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service. Notice should be sent to:

Broadwing Communications LLC
200 North LaSalle, Suite 1100
Chicago, IL 60601
Attn: Customer Care
1-888-362-2522

SECTION 2: REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.5 Cancellation of Application for Service

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

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

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

D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

SECTION 2: REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.6 Changes in Service Requested

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

2.6.7 Backbilling Procedure

A) The Company will not include on subscriber's bill any previously unbilled charge for service furnished prior to twelve months immediately preceding the date of the bill, except as specified below.

B) Subscriber's bill may include charges for service furnished up to five months prior to the date of the bill for:

1) collect calls
2) credit card calls
3) third party calls
4) "error file" calls (calls which cannot be billed due to the unavailability of complete billing information to the Company.)

C) Subscriber's bill may include charges for service furnished up to one and a half (1 1/2) years prior to the date of the bill in circumstances involving toll fraud.

2.6.8 Establishment and Re-establishment of Credit

The Company reserves the right to examine the credit record of all applicants and subscribers. A subscriber whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the Company and to re-establish credit.

SECTION 2: REGULATIONS

2.7 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

A) The Company will grant a (1) day credit for fixed charges for service allowance for any service interruption due to failure in the Company's facility. The Company will waive (1) month's fixed charges for any service interruption lasting more than five (5) hours in a billing month due to failure in The Company's facility. Credits will be payable only if the Customer has called in a trouble report within 3 days of the occurrence.

B) A service interruption will be deemed to have occurred only if service becomes unusable to Customer as a result of failure of the Company's facility, equipment or personnel used to provide the service in question, and only where the interruption is not the result of: (i) the negligence or acts of Customer or its agents; (ii) the failure or malfunction of non-Company equipment or systems; (iii) circumstances or causes beyond the control of the Company; or (iv) a service interruption caused by service maintenance, alteration or implementation. Such credits will be granted only if: (a) Customer affords the Company full and free access to Customer's premises to make appropriate repairs, maintenance, testing, etc.: and (b) Customer does not continue to use the service on an impaired basis.

C) The foregoing states Customer's sole remedy for service interruption under the Agreement and in no event shall the Company be liable for any direct, indirect, incidental, consequential, punitive or special damages to Customer as result of any Company service, equipment, facilities, person or system provided or utilized under this Agreement.

D) A credit allowance will be given for interruptions of 15 minutes or more.

SECTION 2: REGULATIONS

2.7.2 Limitations on Allowances

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, authorized user, joint user, or other common carrier providing service connected to the service of the 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

G) due to circumstances or causes beyond the control of Company; and

H) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

SECTION 2: REGULATIONS

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

Upon cancellation or termination of service hereunder, Customer will make service available for removal, which will be accomplished by the Company in a careful and reasonably expeditious fashion. If Customer does not make the service or equipment available for removal by the Company, then in addition to all other remedies at law or equity available to the Company, all obligations of Customer will remain in force and effect until removal is accomplished. Customer will continue to pay charges for services during such period.

SECTION 2: REGULATIONS

2.8 Cancellation of Service/Termination Liability (cont'd.)

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;

B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;

C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at 8% per year.

D) the reasonable removal of all equipment specially ordered to service customers, including: crating, shipping and insurance charges to a location designated by the Company if the Company can utilize the Equipment.

SECTION 2: REGULATIONS

2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this tariff.

2.9.2 Liability for Calling Card Fraud

A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.

B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

C) The Customer must give the Company written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.

D) The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

E) The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

SECTION 2: REGULATIONS

2.9 Customer Liability for Unauthorized Use of the Network (cont'd.)

2.9.3 Liability for Credit Card Fraud and Other Unauthorized Use

A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

B) The liability of the Customer for unauthorized use of the network by credit card fraud will not exceed the lesser of $50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

C) The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

SECTION 2: REGULATIONS

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Ohio Public Utility Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

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

SECTION 2: REGULATIONS

2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

A) to any subsidiary, parent company or affiliate of the Company; or

B) pursuant to any sale or transfer of substantially all the assets of the Company; or

C) pursuant to any financing, merger or reorganization of the Company.

2.12 Notices and Communications

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

B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. Mail or other communications should be delivered to:
Broadwing Communications LLC
200 North LaSalle Street, Suite 1100
Chicago, IL 60601
Attn: Customer Care

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

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

SECTION 2: REGULATIONS

2.13 Reserved for Future Use

[D]

[D]

SECTION 2: REGULATIONS

2.13 Reserved for Future Use (cont'd.)

[D]

[D]

SECTION 2: REGULATIONS

2.14 Payphones

Providers of payphone service are required to abide by the following minimum operating requirements:

(1) Be connected to a payphone access line and not be connected behind a private branch exchange;

(2) Provide hearing aid compatible handsets;

(3) Provide access to dial tone, the local operator, "9-1-1" emergency service (where available), and telecommunications relay service calls free of charge and without the use of a coin;

(4) Be mounted in accordance with the Americans with Disabilities Act at new or renovated locations (any site where the telephone has been temporarily removed and reinstalled);

(5) Coin-or-currency-accepting payphones must be able to accept coins of various denominations (i.e., nickels, dimes, and quarters) and to return coins. If the payphone is a paper currency-accepting instrument, it shall be able to return paper currency or coins;

(6) Provide end-user access to local, long distance, access code, and toll-free service(s);

(7) Connect "0" minus calls to the underlying local service provider where "9-1-1 emergency service is unavailable;

(8) Provide access to directory assistance, and provide access to directories at each indoor payphone instrument if the provider charges end users for directory assistance;

(9) Shall not place time limitations on local and toll-free calls;

(10) Shall not charge the end user any more for toll service than what is charged by the operator service or toll service provider for completing the call, including, but not limited to, property imposed fees;

(11) Shall only use operator service and toll service providers that have a certificate to operate in Ohio (failure to utilize certified companies will result in disconnection of service);

(12) No post-pay type instruments or push-to-talk type instruments are permitted in Ohio;

(13) Provide limitless access to keypad dialing (no blocking); and

(14) Shall not utilize letterless keypads.

2.14 Payphones cont'd

SECTION 2: REGULATIONS

All payphones shall have posted on the instrument, in clear view, the following:

(1) The telephone number of the instrument;

(2) The payphone provider's name and telephone number;

(3) The commission's consumer services toll-free hotline number;

(4) Clear and concise operating instructions;

(5) A cost-free method for reporting complaints and obtaining refunds;

(6) The price of a local call;

(7) The price for directory assistance, if any;

(8) The directions for reaching local emergency services; and

(9) A notice designating that the instrument is out of order if it cannot be repaired upon the payphone provider's initial repair visit.

The Company will terminate any connection to its network of any payphone that is found not be in compliance with the minimum operating requirements of the Public Utilities Commission of Ohio.

SECTION 3: APPLICATIONS OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

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

A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.

B) Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

E) All times refer to local time.

SECTION 3: APPLICATIONS OF RATES

3.3 Rates Based Upon Distance

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

A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Telecordia, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated Toll Free Service or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

B) The airline distance between any two rate centers is determined as follows:

1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Bellcore document.

2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

3) Square each difference obtained in step (2) above.

4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.

5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7) FORMULA = $$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

SECTION 4: SERVICE AREAS

4.1 Exchange Access Service Areas

Exchange Access Service Areas (EASA) are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Access Services bearing the following NPA-NXX designations are provided in the following areas[1]:

NPA/NXX		Geographic Area in which Full Service is Available
216	373	Cleveland
216	393	Independence
216	395	Montrose
216	359	Terrace
440	399	Bedford
440	398	Berea
440	397	Brecksville
440	394	Chagrin Falls
440	389	Gates Mills
440	386	Hillcrest
440	385	Trinity
440	368	Mentor
440	527	Willoughby
440	375	Painesville
440	378	Strongsville
440	545	Victory
440	549	Wickliffe
440	363	Leroy
440	367	Kirtland
440	372	North Royalton

[1] Full service versions of the Company's Exchange Access Services will be provided to Customers, at Customer premises located in these areas pursuant to this tariff to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises is served by a Ohio Bell Telephone Company or any Other Telephone Company of Ohio wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

SECTION 4: SERVICE AREAS

4.3 Calling Areas

Geographically-defined Local Calling Areas[2] are associated with each Exchange Access Service provided pursuant to Section 5.1. Exchange Access Services bearing the NPA-NXX designations and exchanges listed in Section 4.1 mirror the local calling areas as provided in the Ohio Bell Telephone Company tariff, P.U.C.O. No. 10.

[D]

Exchange	Local Calling Areas

SECTION 4: SERVICE AREAS

Exchange Areas	Local Calling Areas		Exchange Areas	Local Calling Areas

SECTION 4: SERVICE AREAS

Exchange	Local Calling Areas		Exchange	Local Calling Areas

SECTION 4: SERVICE AREAS

Exchange Areas	Local Calling Areas		Exchange Areas	Local Calling Areas

[D]

[D]

SECTION 4: SERVICE AREAS

Exchange	Local Calling Areas	Exchange	Local Calling Areas

[D]

[D]

SECTION 4: SERVICE AREAS

Exchange	Local Calling Areas		Exchange	Local Calling Areas

SECTION 4: SERVICE AREAS

Exchange Areas	Local Calling Areas		Exchange Areas	Local Calling Areas

SECTION 4: SERVICE AREAS

Exchange	Local Calling Areas		Exchange	Local Calling Areas

SECTION 4: SERVICE AREAS

Exchange	Local Calling Areas		Exchange	Local Calling Areas

SECTION 4: SERVICE AREAS

Exchange	Local Calling Areas		Exchange	Local Calling Areas

SECTION 4: SERVICE AREAS

Exchange	Local Calling Areas		Exchange	Local Calling Areas

SECTION 5: LOCAL EXCHANGE SERVICE

5.1 General

Local Exchange Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Local Exchange Service enables users to:

A) receive calls from other stations on the public switched telecommunications network;

B) access other services offered by the Company as set forth in this tariff;

C) access certain interstate and international calling services provided by the Company;

D) access (at no additional charge) the Company's operators and business office for service related assistance;

E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and

F) access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.

G) Exchange Access Service can be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 970, 540, etc. Calls to numbers "NXX 976" will not be blocked unless otherwise specified by the Customer at the time service is ordered. The Customer assumes full responsibility for any payment if they originate calls to caller-paid or pay per call information services.

SECTION 5: LOCAL EXCHANGE SERVICE

5.1 General (cont'd.)

Each Local Exchange Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises. Monthly access rates for network access lines are determined by class of service.

The following Local Exchange Services are offered*:

Basic Line Service (both Residential and Business) (One Access Line) [C]

*View all company service offerings online at www.level3.com.

SECTION 5: LOCAL EXCHANGE SERVICE

5.3 Basic Line Service (One Access Line) [C]

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard features which can be deleted at the Customer's option:

Non-recurring and Recurring charges per Basic Line apply as follows:
One (1) Access Line [C]

Non-Recurring Charge
$ 500.00

Recurring Charge
$1 to $33.45

SECTION 5: LOCAL EXCHANGE SERVICE

5.4 End User Common Line (EUCL) Charge

End User Common Line Charges as filed for the State of Ohio in Broadwing Communications FCC tariff will be applicable to all end users.

SECTION 5: LOCAL EXCHANGE SERVICE

5.5 Basic Trunk Service

[D]

Basic Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Basic Trunks.

For trunks equipped with Direct Inward Dial (DID) capability and DID number, see Sections 5.6 & 5.7.

Non-recurring and Recurring charges per Basic Trunk apply as follows:

Non-Recurring Charge
$500.00

Recurring Charge
$1 to $43.45

[D]

SECTION 5: LOCAL EXCHANGE SERVICE

5.6 DID Trunk Service

[D]

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. DID number charges set forth in Section 6.2 apply in addition to the DID Trunk charges below.

Non-recurring and Recurring charges per DID Trunk apply as follows:

Non-Recurring Charge
$500.00

Recurring Charge
$1 to $86.00

[D]

SECTION 5: LOCAL EXCHANGE SERVICE

5.7 Digital Trunk Service [D]

Digital Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

Individual channels carried over a Digital Trunk may be equipped with Direct Inward Dial (DID) capability. Additional charges for DID numbers are set forth in Section 6.2. Monthly recurring rates per Digital Trunk per point with unlimited local outbound usage:

Digital T1 DID

(Rates apply to Access Areas A, B, & C)

T1 Equivalent	1 YR	2 YR
1 – 18	$1 to $1,435	$1 to $1,380
19 – 27	$1 to 1,380	$1 to 1,325
28 +	$1 to 1,325	$1 to 1,270

DID/DOD T1

(Rates apply to Access Areas A, B, & C)

T1 Equivalent	1 YR	2 YR
1 – 18	$1 to $1,915	$1 to $1,840
19 – 27	$1 to 1,840	$1 to 1,765
28 +	$1 to 1,765	$1 to 1,695

Other rates per Digital Trunk per point apply as follows:

	Non-Recurring Charge
Digital T1 & PRI Installation	$1 to $1000.00
Channelized DIDs (per channel*)	$1 to $25.00
	Recurring Charge
Digital T1 & PRI Installation	N/A
Channelized DIDs (per channel*)	$1 to $9.00

Customer may, at its option, procure links directly from another service provider other than Focal while subscribing to Focal port elements.
*Channelized DIDs are not discounted as the number of T1s increase. [D]

SECTION 5: LOCAL EXCHANGE SERVICE

5.7 Digital Trunk Service (cont'd) [D]

Monthly rates per Digital Trunk per point without unlimited local outbound usage[1]:

Digital T1

(Rates apply to Access Areas A, B, & C)

T1 Equivalent	1 YR	2 YR
1 – 18	$1 to $1,005	$1 to 965
19 – 27	$1 to 965	$1 to 925
28 +	$1 to 925	$1 to 890

DID/DOD T1

(Rates apply to Access Areas A, B, & C)

T1 Equivalent	1 YR	2 YR
1 – 18	$1 to $1,145	$1 to $1,100
19 – 27	$1 to 1,100	$1 to 1,055
28 +	$1 to 1,055	$1 to 1,015

[D]

Note1: Measure Usage Plan rates located in Section 7.3.2 apply. [D]

SECTION 5: LOCAL EXCHANGE SERVICE

5.8 ISDN Primary Rate Interface (PRI) Service [D]

ISDN PRI is a competitive digital business telecommunications service offered to all customers located within Cleveland LATA 320. ISDN PRI is a switched service that provides the end user with clear channel signaling (64Kbs) in increments of 24 channels formatted within a T1 (1.544 Mbps) allowing such uses as carrying voice traffic, packetized data, or acting as common trunks. ISDN PRI end users will connect their CPE equipment to the Company's central office via T1 connections.

All Customer Provided Equipment (CPE) used with ISDN PRI is required to conform with the Telecordia Technical Reference Specifications as used by the Company: ISDN Primary Rate Access Transport System Requirements (a module of TSGR, FR-440), Issue Number 01; Technical Reference: TR-TSY-000754.

5.8.1. Standard Features for Circuit Switched Voice and Circuit Switched Data Services

A) Call by Call for Trunk Groups

Allows Circuit Switched Voice and Circuit Switched Data Services to enable over the ISDN PRI trunk to share "B" channels and arrange them as a single trunk group.

This allows incoming and outgoing Circuit Switched Voice and Data calls to utilize "B" Channels on a call by call basis. (Without this capability, each service would require "B" channel.) "B" Channel Packet Switched Data Service cannot utilize this capability. ISDN PRI provides the end user with fractional T1 capabilities by using multiple B channels as required to support the request for aggregate bandwidth of each application thus using SS7 interconnection trunks between the Company and other telephone companies. All of the 23 channels (24 where technology permits) are usable as stand alone trunk groups. Trunk groups can be equipped with Direct Inward Dial (DID) functionality.

B) Caller Name and Number Delivery (Caller ID) Capability

All calling numbers presented to the services working on the ISDN PRI connection can be delivered to the customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers. [D]

SECTION 5: LOCAL EXCHANGE SERVICE

5.8 ISDN Primary Rate Interface (PRI) Service [D]

5.8.1. Standard Features for Circuit Switched Voice and Circuit Switched Data Services

C) Clear Channel Capability

ISDN PRI uses a standard 23b +D channel format providing "B" channels solely used for customer applications, since all signaling and control functions are handled by the "D" channel. This allows up to 64 Kbps access on each "B" channel and multiple B channels can be configured together in order to satisfy bandwidth requirements required to pass customer information to distant end terminations where technically feasible via ISDN PRI connections. ISDN PRI also allows multiple T1s to be configured as one user group using a single D channel for signaling support thus increasing available bandwidth.

D) Digital Voice Transmission

All voice calls are converted from an analog into a digital format to be transported across the network.

E) "D" Channel Control of Multiple Prime

Utilizes a single "D" channel to provide signaling and control for multiple ISDN PRI connections within a defined group. This allows the end user an additional bandwidth of 1.544 Mbs for each additional PRI port connection.

F) Equal Access Calling

Allows the customer to predefine an interexchange carrier or randomly access an interexchange carrier for each Trunk Group enabled. The carrier designation can be changed for charges as filed for the State of Ohio with the F.C.C. the Company's interstate switched access tariff. [D]

SECTION 5: LOCAL EXCHANGE SERVICE

5.8 ISDN Primary Rate Interface (PRI) Service [D]

5.8.2 Optional Features for Circuit Switched Voice and Circuit Switched Data Services

A) Backup "D" Channel Arrangement

Provides backup for a primary "D" channel under those circumstances where multiple ISDN Prime connections share a "D" single channel. A predetermined "D" channel on another PRI connection would automatically take over call control
and signaling functions.

	Monthly Recurring Charge	Non Recurring Charge
D-Channel	$50.00	$50.00

B) System Intercommunication Service

Allows Focal ISDN PRI "B" channels to connect to a Centrex business system or another Focal ISDN PRI that originates in the same central office. This feature is offered on a per trunk group basis only.

Rate: Individual Case Basis (ICB)

C) Call by Call for FX and Tie Lines

Allows Foreign District (FX) and Tie Line calls to be directed to and originated from ISDN PRI "B" channels. This provides Call by Call service selection for incoming and outgoing Circuit Switched and Private Facility services.

Rate: Individual Case Basis (ICB)

D) 2B Channel Transfer

Allows the Customer's CPE to more efficiently use PRI trunk connections for ISDN calling. If an inbound call is forwarded or transferred using two channels in a PRI, the channels that were used to make the connection can be dropped and made available to future calls.

Monthly Recurring Charge: $10.00 per channel

Non-Recurring Charge: $ 5.00 per channel [D]

SECTION 5: LOCAL EXCHANGE SERVICE

5.8 ISDN Primary Rate Interface (PRI) Service (cont'd.) [D]

5.8.2 Optional Features for Circuit Switched Voice and Circuit Switched Data Services

E) Caller Name and Number Delivery (Caller ID)

Caller ID allows customers to receive the name and number of the calling party at a PBX/station equipped with a customer-provided display. The Customer must have a PBX or Key System that is ISCN NI-2 compliant and can accept a PRI.

Monthly Recurring: $350.00 Non-Recurring Charge: $50.00

F) Outbound ANI Over T1

Enables outbound Customers to deliver a pre-programmed calling name and calling number over their T1 Trunks. The Customer can request a specific name and number to be delivered when they make an outbound call, as long as the requested name and number accurately reflect the customer's identity or that of an affiliated company.

Monthly Recurring: $50.00 Non-Recurring Charge: N/A

5.8.3 Usage Rates

Voice and circuit switched calls will be subject to the usage charges in the Company's Basic Line Service as shown in section 7.3 of this tariff.

5.8.4 Line Charges

The rates shown below for PRI are exclusive of local and toll usage charges, T1, and associated customer premises equipment.

T1 Equivalent	1 YR	2 YR
1 – 18	$1 to $1,145	$1 to $1,100
19 – 27	$1 to 1,100	$1 to 1,055
28 +	$1 to 1,055	$1 to 1,015

[D]

SECTION 5: LOCAL EXCHANGE SERVICE

5.9 Inbound Digital DID Service From Multiple Rate Centers [D]

Inbound Digital DID Service From Multiple Rate Centers is designed for high volumes of inbound
calling. A minimum order of 24 lines is required. This service will support all rate centers per facility or trunk group within Focal's designated service areas.

Customers may choose to have Inbound Digital DID Service from Multiple Rate Center equipped with ISDN Primary Rate Interface (PRI).

#T-1s	Digital DID		ISDN PRI	
	1 YR	**2 YR**	**1 YR**	**2 YR**
1 – 3	$1-$1,158	$1-1,042	$1-$1,158	$1-1,042
4 – 6	$1-1,042	$1-926	$1-1,042	$1-926
7 – 11	$1-984	$1-868	$1-984	$1-868
12 – 18	$1-926	$1-810	$1-926	$1-810
19 – 27	$1-868	$1-753	$1-868	$1-753
28 +	$1-810	$1-695	$1-810	$1-695

Rates if collocated:

#T-1s	T1 or PRI	
	1 YR	**2 YR**
1 – 6	$1-$420	$1-$403
7 – 18	$1-$403	$1-$385
19 – 27	$1-$385	$1-$368
28+	$1-$368	$1-$350

Other rates per T1 apply as follows:

Other Charges	Monthly Recurring
Digital T1 & PRI Installation Charges	N/A
Re-Programming Charge	N/A
DID numbers (per number)	$0.10 - $ 0.20

	Non-Recurring
Digital T1 & PRI Installation Charges	$150 to $500
Re-Programming Charge	$250 to $500
DID numbers (per number)	$1.00 - $2.50

[D]

SECTION 5: LOCAL EXCHANGE SERVICE

5.10 Virtual Exchange Service [D]

5.10.1 Description

Virtual Exchange is an inbound foreign exchange (FX) service. The Company assigns telephone numbers (NPA-NXX-XXXX) from a foreign rate center outside the subscriber's geographic exchange area. Virtual Exchange service must terminate on Company provided DID, DIOD, 2-way or ISDN PRI access facilities.

Virtual Exchange customers must subscribe to a Company DID, DIOD, 2-way or ISDN PRI service and maintain a BTN (Billing Telephone Number) from within their home rate
center. Virtual Exchange service is an inbound only feature. All outbound calls originated from a Virtual Exchange customer will be charged at applicable usage rates based upon the customer's home rate center.

Virtual Exchange numbers are available only from existing Company service areas as defined in this tariff.

5.10.2 Rates

	Monthly Recurring Charge	**Non-Recurring Charge**
Rate Center Charge	$1.00 - $50.00	$100.00
DID Numbers (charge per number)	$0.01 - $ 0.02	$ 2.50

[D]

SECTION 5: LOCAL EXCHANGE SERVICE

5.11 Private Line Service [D]

5.11.1 Description

Private line service provides a dedicated transmission path on a point-to-point basis that does not interface with a Company switch. Private line is an IntraLATA service and is offered on a DS3, OC3, OC12 and OC48 level. Private line service can be utilized either by collocated customers or by customers in a location that is served by the Company's fiber network (On-Net).

5.11.2 Restrictions

The following restrictions apply to private line service:

1. If only one or none of the end-points is On-Net, the private line service is then limited to a DS3 level.

2. Private line service for service levels above OC3 is available on an individual case basis.

5.11.3 Pricing

	DC3	OC3
Non-Recurring Charges		
Installation, Equipment & Fiber Pull (if required)	$1000	$2500
Monthly Recurring Charges		
Mileage	$2500	$7500
0 mile	0	0
each additional mile	$ 70	$ 210

[D]

SECTION 5: LOCAL EXCHANGE SERVICE

5.12 Integrated Voice and Data Service [D]

5.12.1 Description

Integrated Voice and Data (IVAD) Service allows a customer to utilize a single high capacity facility[1] to integrate both voice and data services. IVAD service is available in different groups of channels and at varying bandwidth speeds. IVAD is available in groups of 12, 16, 20 or 24 channels.

5.12.2 Pricing

Intergrated Voice and Data		**Retail Pricing (MRC)** (w/o EUCL)	
Number of Voice Channels	Data Bandwidth	From	To
12	Up to 1.5 Mbps	$500.00	$1,300.00
16	Up to 1.5 Mbps	$550.00	$1,350.00
20	Up to 1.5 Mbps	$600.00	$1,400.00
24	Up to 1.5 Mbps	$625.00	$1,425.00

Federal Subscriber Line Charge is $5.00 to $9.00 per DS0

IVAD Trunk Charges $25 $75

Installation Charge (NRC) up to $2,500 [2]

Rates for usage, as specified in this tariff, will also apply.

Installation Charge (NRC) $ 2,500.00 [2]

Rates for usage, as specified in this tariff, will also apply.

1 The Company will provision the IVAD circuit to the customer's location, based on the proximity of that location to t he Company's local network facilities and by the sole discretion of the Company as to the technology and transmission path utilized to provide the IVAD service.

2 Installation charge includes service establishment, installation of circuit, installation of customer premise equipment and optional battery back-up. The customer is responsible for future replacement of battery back up. [D]

SECTION 5: LOCAL EXCHANGE SERVICE

Integrated Voice and Data Service [D]

5.12.1 Description

Integrated Voice and Data (IVAD) Service allows a customer to utilize a single high capacity facility[1] to integrate both voice and data services. IVAD service is available in different groups of channels and at varying bandwidth speeds. IVAD is available in groups of 12, 16, 20 or 24 channels.

5.12.2 Pricing

Number of Voice Channels	Data Bandwidth	1-year Standard	2-year Standard	3-year Standard
12	256	$ 559.08	$ 541.32	$ 532.80
12	512	$ 669.08	$ 651.32	$ 642.80
12	DS1	$ 879.08	$ 861.32	$ 852.80
16	256	$ 614.40	$ 593.56	$ 583.56
16	512	$ 724.40	$ 703.56	$ 693.56
16	DS1	$ 934.40	$ 913.56	$ 903.56
20	256	$ 644.86	$ 621.93	$ 610.93
20	512	$ 754.86	$ 731.93	$ 720.93
20	DS1	$ 964.86	$ 941.93	$ 930.93
24	256	$ 655.31	$ 631.10	$ 619.48
24	512	$ 765.31	$ 741.10	$ 729.48
24	DS1	$ 975.31	$ 951.10	$ 939.48
28	256	$ 663.92	$ 638.51	$ 626.31
28	512	$ 773.92	$ 748.51	$ 736.31
28	DS1	$ 983.92	$ 958.51	$ 946.31
32	256	$ 667.70	$ 641.27	$ 628.58
32	512	$ 777.70	$ 751.27	$ 738.58
32	DS1	$ 987.70	$ 961.27	$ 948.58

Installation Charge (NRC) $ 850.00 [2]

Rates for usage, as specified in this tariff, will also apply.

1 The Company will provision the IVAD circuit to the customer's location, based on the proximity of that location to he Company's local network facilities and by the sole discretion of the Company as to the technology and transmission path utilized to provide the IVAD service.

3 Installation charge includes service establishment, installation of circuit, installation of customer premise equipment and battery back-up. The customer is responsible for future replacement of battery back up. [D]

SECTION 5: LOCAL EXCHANGE SERVICE

5.12 Integrated Voice and Data Service

5.12.3 Integrated Voice and Data Service – DS3 Level

Integrated Voice and Data Service – DS3 Level (IVADs3) is a channelized DS3 facility that will allow a customer to combine both voice and data DS1s onto a single DS3 circuit. Voice circuits can be either digital DS1 or ISDN PRI in any standard format offered by the Company in this tariff.[3] Bandwidth for the data portion of this service is limited to 20Mbps per circuit. A minimum of nine DS1s is required for this service. The circuits can be any combination of data and voice DS1s. The DS1s on an IVADs3 circuit cannot be further multiplexed or channelized to a DS0 service level. Usage charges as listed in section 7.3 of this tariff also apply. Rates for this service are on an individual basis

Rate	Individual Case Basis	
IVAD Trunk Charges	$25	$75

[3] Requests for T1s configured for Inbound Digital DID Service from Multiple Rate Centers will be considered on an individual case basis (ICB) pursuant to Section 12. 2 of this tariff.

SECTION 5: LOCAL EXCHANGE SERVICE

5.12 Integrated Voice and Data Service [D]

5.12.3 Integrated Voice and Data Service – DS3 Level

Integrated Voice and Data Service – DS3 Level (IVADs3) is a channelized DS3 facility that will allow a customer to combine both voice and data DS1s onto a single DS3 circuit. Voice circuits can be either digital DS1 or ISDN PRI in any standard format offered by the Company in this tariff.[1] Bandwidth for the data portion of this service is limited to 20Mbps per circuit. A minimum of nine DS1s is required for this service. The circuits can be any combination of data and voice DS1s. The DS1s on an IVADs3 circuit cannot be further multiplexed or channelized to a DS0 service level. Usage charges as listed in section 7.3 of this tariff also apply. Rates for this service are on an individual basis

Rate Individual Case Basis [D]

[1] Requests for T1s configured for Inbound Digital DID Service from Multiple Rate Centers will be considered on an individual case basis (ICB) pursuant to Section 12. 2 of this tariff.

SECTION 5: LOCAL EXCHANGE SERVICE

5.13 Integrated Voice and Data Service – Trunk Option [D]

IVAD Trunk service options provide Direct Inward Dialing (DID) capabilities for inbound calling. DIDs allow customers to oversubscribe voice channels for inbound calls on their telephone system (PBX or Key System). Customers will order the Trunk service option that relates to the configuration or interface of the customer's telephone system. The charges for number of channels and bandwidth levels as listed for IVAD DS1 service will apply, along with a trunk charge. Installation charges as listed for IVAD DS1 ervice will also apply. Usage charges as listed in section 7.3 of this tariff also apply. Pricing is available on an individual case basis.

Circuit	Trunk Charge
Digital T1	$25 MRC per circuit
PRI	$75 MRC per circuit
Analog DID	$50 MRC per circuit

[D]

SECTION 5: LOCAL EXCHANGE SERVICE

5.14 Integrated Voice and Data Service – Trunk Option [D]

IVAD Trunk service options provide Direct Inward Dialing (DID) capabilities for inbound calling. DIDs allow customers to oversubscribe voice channels for inbound calls on their telephone system (PBX or Key System). Customers will order the Trunk service option that relates to the configuration or interface of the customer's telephone system. The charges for number of channels and bandwidth levels as listed for IVAD DS1 service will apply, along with a trunk charge. Installation charges as listed for IVAD DS1 service will also apply. Usage charges as listed in section 7.3 of this tariff also apply. Pricing is available on an individual case basis. [D]

SECTION 6: LOCAL EXCHANGE OPTIONAL FEATURES

6.1 Directory Listings

For each Customer of Company-provided Local Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number[2] in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

6.1.2 Other Directory Listing Services

[D]

At the Customer's option, the Company will arrange for other directory listing services at the following rates:

	Non-Recurring Charge	Monthly Recurring Charge
Listed Service		
Additional Listing	N/A	$3.90
Caption	N/A	$3.90
Foreign Listing	N/A	$3.90
Line of Information	N/A	$3.90
Unlisted Service	$17.90	$1.10
Non-Published Service	$17.90	$1.10

[D]

[2] For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

SECTION 6: LOCAL EXCHANGE OPTIONAL FEATURES

6.2 Direct Inward Dial (DID) Service [D]

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 5.5, 5.6 and 5.7, respectively.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever. The Company deems it necessary to do so in the conduct of its business. [D]

SECTION 6: LOCAL EXCHANGE OPTIONAL FEATURES

6.2 Direct Inward Dial (DID) Service (cont'd.) [D]

	Non-Recurring	Monthly Recurring
DID Numbers	$2.50	$0.20

6.3 Local Number Portability (LNP)

LNP is an intelligent network function that allows a telephone customer the ability to keep their existing phone number while changing their telecommunications service provider. LNP is currently available in Cleveland LATA 320. LNP is available within a rate center or the smallest sub-zone of a rate center. The rate centers mirror those of Ohio Bell Telephone within LATA 320 and are detailed in the Local Exchange Routing Guide (LERG). The LNP Monthly Charge is being introduced pursuant to the Federal Communications Commission's Third Report and Order in CC Docket No. 95-116, Released May 12, 1998 and will be assessed on a per network access line basis. Regulations:

A. A customer must keep the same address where they currently receive service or if a customer is moving to a new location, the new service address must be within the same rate center as the old service address.

B. The customer must keep the same level of service (DID, T1, etc.) that they had with the old service provider.

6.3.1 Local Number Portability (LNP) Rate

Monthly Recurring Charge $0.25 per line [D]

6.4 Reserved for Future

SECTION 6: LOCAL EXCHANGE OPTIONAL FEATURES

6.5 Digital Data Service [D]

Description

Digital Data Service (DDS) allows customers to efficiently use PRI trunk connections for various data applications. Customers may utilize full 64K bandwidth of capacity on each B-channel. When a customer makes or receives a DDS call, the Company's switch recognizes the call as DDS and routes it appropriately based on the route characteristic tables set up in translations.

DDS is only available on a PRI provisioned from the Company and is used in conjunction with the Company's long distance service. The customer is responsible for insuring that the equipment at the customer's premise is capable of accepting PRI programming, able to perform channel bonding and capable to provide videoconferencing (if necessary for the customer's application). The customer must also ensure that connections to the terminating location are capable of supporting 64k bandwidth transmissions. The Company will make available 64k bandwidth connections on its network. The customer must submit a forecast to the Company if they wish to utilize DDS so that the Company can ensure proper bandwidth capabilities. DDS is not available with calling cards. DDS is available on a one or two year term.

DDS is charged at a per channel/per minute rate. A single channel is measured as 64K. The 64K rate should be multiplied times the number of channels needed for each data transmission.

Rates

	1Year	2 Years
On Market	$0.1225	$0.1138
Off Market	$0.1450	$0.1378
Toll Free Service	$0.1700	$0.1615

[D]

SECTION 6: LOCAL EXCHANGE OPTIONAL FEATURES

6.6 Remote Call Forwarding (RCF) [D]

6.6.1 Description

Remote Call Forwarding (RCF) is a local exchange service feature whereby all calls dialed to a telephone number equipped for RCF are automatically forwarded to another dialable number specified by the customer. A calling party pays the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call. RCF service is offered subject to availability of facilities. RCF service is not offered where the terminating station is a coin telephone.

Each RCF feature allows for forwarding one call at a given time. An additional path is necessary for each additional call to be forwarded simultaneously. The customer can specify a maximum of 10 paths (i.e., simultaneous phone calls) per DID with RCF. The Company will not provide identification of the originating telephone number to the RCF customer. The customer must have existing telephone service from a telecommunications carrier at the terminating location in order to receive calls. RCF is available with all Company local exchange services. All other line and usage charges associated with local exchange services will apply in addition to the RCF charges.

Transmission characteristics vary depending on the distance and routing necessary to complete the remotely forwarded call. Normal grade end-to-end transmission is not guaranteed on such calls. RCF service is not represented as suitable for satisfactory transmission of data. The customer is responsible to subscribe to sufficient RCF features and facilities at the terminating location to adequately handle calls without interfering with or impairing any services offered by the Company.

6.6.2 Pricing

Set-up per number forwarded (NRC): $30

Per path charge (MRC): $15 [D]

SECTION 7: LOCAL AND INTRALATA CALLING SERVICE

7.1 Description

Local and IntraLATA Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the caller's local and IntraLATA calling areas.

7.2 Time Periods

Peak, Mid-Peak and Off-Peak rates apply as follows:

Rates	From	To But Not Including	Days
Peak	8:00 AM	5:00 PM	Monday-Friday
Off-Peak	5:00 PM	8:00 AM	Monday-Friday
	8:00 AM	8:00 AM	Saturday-Sunday
	8:00 AM	8:00 AM	Holidays*

*Holidays include New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

SECTION 7: LOCAL AND INTRALATA CALLING SERVICE

7.3 Local Calling Service

Customers have two local rate plan options: the Flat Rate Plan or the Measured Rate Plan. For operator-assisted local calls, the operator charges listed in Section 12.1.3 apply.

7.3.1 Flat Rate Plan

The Flat Rate Plan provides Customers with unlimited and untimed local calling for a Monthly recurring charge. The Flat Rate Plan includes all outgoing direct-dialed calls placed to telephone stations within the caller's exchange area as defined in Section 4.2. The monthly recurring charge is included in the monthly recurring line charge. See Section 5: Exchange Access Service for monthly recurring line charges.

7.3.2 Measured Usage Plan

Under the Measured Usage Plan, per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

	1 YR Term	2 YR Term
Access Area A & B Per Msg	$0.01-$0.0600	$0.005-$0.0570
Access Area A & B per Min	$0.01-$0.0200	$0.005-$0.0190
Access Area C (Over 22 Miles)	$0.01-$0.0250	$0.005-$0.0238

7.4 IntraLATA Calling Plan [D]

Under the IntraLATA Calling Plan, per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

7.4.1 Rates

The rates set forth in this section apply to all direct-dialed intraLATA calls. For operator-assisted intraLATA calls, the operator charges listed in Section 12.1.3 apply.

	1YR D	2YR
Rate per minute	$0.10 - $0.11	$0.09 - $0.10

Volume Discounts

Monthly Usage Discount	
$0 - $999	0%
$1,000 - $2,499	5%
$2,500 - $3,999	10%
$4,000+	15%

[D]

SECTION 7: LOCAL AND INTRALATA CALLING SERVICE

Customers have the opportunity to designate a carrier for their intraLATA toll call traffic where The Company provides local exchange service. IntraLATA toll calls will automatically be directed to the designated carrier without the customer having to dial an access code. Alternately, customers may option to have a "No PIC" designation on their line. If a customer cannot decide at the time of placing a order on a intraLATA carrier, the Company may extend a 30 day grace period following the order placement for the customer to select a carrier and in the interim will be assigned a "No PIC" designation. Customers with a "No PIC" designation will be required to use an access code to reach an intraLATA carrier's network. If a customer changes their designated carrier or changes their designation from "No PIC" to a carrier, a $5.00 charge will be billed to the customer for each eligible line that a PIC change occurs.

SECTION 8: MESSAGE TOLL SERVICE

[D]

8.1 Description

Message Toll Service enables a User of an exchange access line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the customer's Local Calling Area, but within the State of Ohio. MTS calls will be billed in 6-second increments with an initial billing period of 18 seconds.

8.2 Rates

The rates set forth below are for all direct dialed Message Toll Service (MTS) calls. Rates for operator-assisted calls are set forth in Section 12.

8.2.1 MTS Calling Plan

	1 Year	2 Year
Rate per minute	$0.01-$0.0575	$0.01-$0.0546

Volume Discounts

Monthly Usage	Discount
$0 - $999	0%
$1,000 - $2,499	5%
$2,500 - $3,999	10%
$4,000+	15%

[D]

SECTION 9: OUTBOUND 64K SERVICE

9.1 Outbound 64K Long Distance [D]

9.1.1 Description

Outbound 64K LD allows customer to efficiently use ISDN-PRI trunk connections for videoconferencing. This product allows for full 64K bandwidth on each "B" channel for long distance calls.

9.1.2 Regulations

Outbound 64K LD is available with a Company ISDN-PRI circuit. The customer must ensure that their equipment is programmed to accept ISDN-PRI signaling and perform channel bonding. Outbound 64K LD is available were facilities exist. The ability of the public switched telephone network to support 64K bandwidth may also affect the availability of this product. The customer must ensure that the terminating location of the videoconference is able to accept end-to-end 64K bandwidth and both locations of the call must be on the Company's network.

Outbound 64K LD is available with either Long Distance or FocaLINC services. Rates for these services, as listed in sections 9 and 10 of this tariff will apply. [D]

SECTION 10: INTRA-NETWORK CALLING

10.1 FocaLINC™ (IntraLATA) [D]

10.1.1 Description

FocaLINC™ allows outbound customers to realize savings when they place calls to other customers' of the Company. The same rate applies to all calls within local and intraLATA calling areas when customers place calls that terminate to other customers inbound lines provisioned by the Company.

10.1.2 Regulations

1. Both the originating and terminating parties must have Company provided T1/PRI lines in place at the originating and terminating premises. Customers with multiple local providers must program their PBX(s) to route calls over the proper Focal T1 trunk groups. If Company facilities are trunked into a Customer's CENTREX block, then calls into those DIDs will not qualify as FocaLINC™ calls.

2. Customers must be in the same LATA. In addition, the customer must have their intraLATA toll traffic PIC-ed to the Company, otherwise only local calls will qualify for FocaLINC™ calls. FocaLINC™ rates will prevail for all call types

10.1.3 Rates

The rates set forth in this section apply to all direct-dialed FocaLINC™ calls. For operator-assisted FocaLINC™ calls, the operator charges in Section 12 apply in addition to the charges listed below.

	1 YR Term	2 YR Term
FocaLINC	$0.01-$0.0100	$0.005-$0.0095

FocaLINC	1 YR Term	2 YR Term
Off-Market Interstate	$0.0500	$0.0475
Off-Market Intrastate	$0.0575	$0.0546
On-Market Interstate	$0.0275	$0.0261
On-Market Intrastate	N/A	N/A
On-Net Interstate	$0.0125	$0.0119
On-Net Intrastate	N/A	N/A

Volume Discounts

Monthly Usage	Discount
$0 - $999	0%
$1,000 - $2,499	5%
$2,500 - $3,999	10%
$4,000+	15%

[D]

SECTION 10: INTRA-NETWORK CALLING

10.2 FocaLINC InterLATA [D]

10.2.1 Description

FocaLINC InterLATA provides a tiered rate structure based upon how and where the interLATA call terminates. With FocaLINC™ InterLATA, there are three types of call terminations.

1. Company – Company InterLATA Calling
   Focal-to-Focal interLATA calling is defined as any interLATA call that originates and terminates on Company facilities.

2. On-Market InterLATA Calling
   On-Market interLATA calling is defined as any interLATA call that originates on Company facilities and terminates within one of the Company's local service markets. The Company's markets are based upon LATA boundaries.

   LATAs associated with On-Market InterLATA Calling:

LATA	***LATA NAME***
128	EASTERN MASS
132	NEW YORK METRO NY
222	DELAWARE VALLEY NJ
224	NORTH JERSEY NJ
228	PHILADELPHIA PA
236	WASHINGTON DC
238	BALTIMORE MARYLAND
320	CLEVELAND OHIO
340	DETROIT MICHIGAN
358	CHICAGO ILLINOIS
438	ATLANTA GEORGIA
560	HOUSTON TEXAS
628	MINNEAPOLIS MINN
552	DALLAS TEXAS
674	SEATTLE WASHINGTON
722	SAN FRANCISCO CA
730	LOS ANGELES CA

3. Off-Market InterLATA Calling:
   Off-Market interLATA calling is defined as any interLATA call that originates on Company facilities and terminates in a local market not served by the Company (the call terminates in a LATA not listed above, but still lies within the 48 contiguous states).

[D]

SECTION 10: INTRA-NETWORK CALLING

10.2 FocaLINC InterLATA [D]

10.2.2 Regulations

1. Customers must have their interLATA traffic PIC-ed to the Company in order to qualify for FocaLINC™ InterLATA rates.

2. Calls of this type must originate and terminate on Company facilities.

3. Off-Market InterLATA rates do not include international calls or calls to Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Bahamas, Jamaica, Dominican Republic, other Caribbean countries, North Mariana Island, and Guam.

10.2.3 Rates

The rates set forth in this section apply to all direct-dialed FocaLINC InterLATA calls. For operator assisted FocaLINC InterLATA calls, the operator charges in Section 12 apply in addition to the charges listed below.

	Rate per minute
Company-to-Company InterLATA Calling	$0.038 - $0.039
On-Market InterLATA Calling	$0.054 - $0.055
Off-Market InterLATA Calling	$0.064 - $0.065

[D]

SECTION 11: OTHER SERVICE ARRANGEMENTS

11 Other Service Arrangements

This Section reserved for Other Service Arrangements.

SECTION 12: MISCELLANEOUS SERVICES

12.1 Reserved for Future Use

[D]

[D]

SECTION 12: MISCELLANEOUS SERVICES

12.1 Reserved for Future Use (cont'd.)

[D]

[D]

SECTION 12: MISCELLANEOUS SERVICES

12.2 Busy Line Verify and Line Interrupt Service

[D]

12.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

A) The operator will determine if the line is clear or in use and report to the calling party.

B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

12.2.2 Regulations

A) A charge will apply when:

1) The operator verifies that the line is busy with a call in progress.

2) The operator verifies that the line is available for incoming calls.

3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

B) No charge will apply:

1) When the calling party advises that the call is to or from an official public emergency agency.

2) Under conditions other than those specified in section 13.2.2(A).

C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

D) The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person. [D]

SECTION 12: MISCELLANEOUS SERVICES

12.3 Reserved for Future Use [D]

[D]

SECTION 12: MISCELLANEOUS SERVICES

12.4 Caller Name and Number Delivery (Caller ID) Blocking

12.4.1 Per-Call Blocking

Per-Call Blocking is available to all customers in the Company's territory. This blocking option allows the calling party to block the passage their telephone number and name on outgoing calls on a per-call basis. To activate Per-Call Blocking, the customer dials a special code prior to placing each call. There is no charge for using Per-Call Blocking, and it is provided on an unlimited basis. Per-Calling Blocking does not prevent the delivery of telephone numbers to 911 emergency service providers.

12.4.2 Per-Line Blocking

Per-Line Blocking is available to all customers in the Company's serving territory. Per-Line Blocking must be added to a customer's line by placing a service order with the Company. This blocking option automatically prevents the display of the calling number and name on *all* outgoing calls placed from that line, unless the blocking feature is deactivated. Per-Line Blocking is offered free of charge for the first instance, and on a nonrecurring basis thereafter.

A Per-Line Blocking customer can deactivate blocking by dialing a special code. Blocking will be deactivated for that outgoing call only. As facilities permit, a line blocking customer will be provided with a separate code to deactivate blocking, which is different from the per-call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate line blocking will be the same.

The Per-Line Blocking option can only be added or removed from a customer's line by placing a service order with the Company. When this service is cancelled, the line is automatically converted to the Per-Call Blocking capability. Per-Line Blocking does not prevent the delivery of telephone numbers to 911 emergency service providers.

SECTION 12: MISCELLANEOUS SERVICES

12.4 Caller Name and Number Delivery (Caller ID) Blocking (cont'd)

Per-Call Blocking customers and Per-Line Blocking customers cannot complete calls to Caller Name and Number Delivery subscribers who have activated the Anonymous Call Rejection (ACR) feature. If a blocking customer calls a Caller Name and Number Delivery subscriber who has activated ACR, the caller will hear an announcement that the called party is not accepting blocked calls. To complete a call to a Calling Name and Number Delivery subscriber who has activated ACR: (1) place the call by unblocking the telephone number; or (2) place the call through an operator. Option (2) will involve an operator surcharge in addition to the cost of the call.

12.11.3 Rates

Caller Name and Number Delivery Blocking	Nonrecurring Charge (per order, per line)
Per Call	$0.00
Per Line	$15.00*

- Initial Per-Line Blocking is provided free of charge upon customer request. The nonrecurring charge applies for subsequent requests for Per-Line Blocking for the same customer at the same address

SECTION 12: MISCELLANEOUS SERVICES

12.5 Reserved for Future Use

SECTION 12: MISCELLANEOUS SERVICES

12.6 Restoration of Service

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established. The following rates apply per occasion:

	Non-Recurring
Per occasion	$1 to $50.00

12.7 Service Trip Charge

If an on-premise visit by the Company is required for trouble or service difficulties not resultant from the Company's provided equipment, a Service Trip Charge may assessed to the subscriber for the visit by the Company and reasonable hourly charges by the technician. The following rates apply per visit:

	Non-Recurring
Per visit	$1 to $50.00

12.8 Emergency Telephone System (9-1-1, E9-1-1)

The Company has provided primary and secondary trunking (for redundancy) to route 9-1-1 traffic from the Company's switch to the Regional Bell Operating Company (RBOC) Central Offices that route 9-1-1 calls to Public Safety Answering Points (PSAP).

12.9 Liability Providing 9-1-1, E9-1-1

A. The Company's entire liability to the customer or any person for interruption or failure of 9-1-1 service shall be limited by the terms set forth in this section, and in other tariffs of the Company. This 9-1-1 service is offered solely to assist the customer in providing 9-1-1 emergency service in conjunction with applicable fire, police and other public safety agencies. By providing this service to the customer, the Company does not create any relationship or obligation, direct or indirect, to any third party other than the customer.

SECTION 12: MISCELLANEOUS SERVICES

12.9 Liability Providing 9-1-1, E9-1-1 (cont'd)

B. The Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, installation, maintenance, or provision of 9-1-1 service other than an act or omission constituting gross negligence or wanton or willful misconduct. However, in no event shall the Company's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption to service or facilities continues, after notice by the customer to the Company. No allowance shall be made if the interruption is due to the negligence of willful act of the customer.

C. The customer shall indemnify and hold harmless the Company from any damages, or other injuries which may be asserted by any person, business, governmental agency, or other entity against the Company or customer or any of their employees, directors, officers or agents except for Company acts of gross negligence or willful or wanton misconduct in connection with developing, adopting, implementing, maintaining, or operating the 9-1-1 system or for releasing subscriber information in connection with the provision of the 9-1-1 service. The Company accepts no responsibility for obtaining subscriber record
information from private telecommunications systems.

D. The company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of 9-1-1 service, including, by way of example and without limitation, when a failure or interruption of 9-1-1 service is due to the attachment of any equipment by a customer to Company facilities. The Company shall not be liable for any civil damages caused by an act or omission of the Company in the good faith release of information not in the public record, including non-published subscriber information to emergency service providers responding to calls placed to a 9-1-1 service or host providers using such information to provide a 9-1-1 service.

SECTION 12: MISCELLANEOUS SERVICES

12.10 Labor Charges

The following charges shall apply for labor performed by the Company per Customer request. Labor hours are billed in half-hour increments.

Normal business hours: $150.00 first ½ hr, $50.00 each additional ½ hr
(Monday through Friday, 8:00 a.m. to 6:00 p.m., except holidays*)

Off-hour business hours: $300.00 first ½ hr, $75.00 each additional ½ hr
(Monday through Friday, 6:00 p.m. to 8:00 a.m., except holidays*)

Saturdays, Sundays, & Holidays*: $500.00 first ½ hr, $125.00 each additional ½ hr

*Holidays include New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4) Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25).

SECTION 13: SPECIAL ARRANGEMENTS

13.1 Special Construction [D]

13.1.1 Basis for Charges

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

A) non-recurring type charges;

B) recurring type charges;

C) termination liabilities; or

D) combinations thereof.

13.1.2 Basis for Cost Computation

The costs referred to in 13.1.1 preceding may include one or more of the following items to the extent they are applicable:

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

1) equipment and materials provided or used,
2) engineering, labor and supervision,
3) transportation, and
4) rights of way;

B) cost of maintenance; [D]

SECTION 13: SPECIAL ARRANGEMENTS

13.1 Special Construction (cont'd.) [D]

13.1.2 Basis for Cost Computation (cont'd.)

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

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

E) license preparation, processing and related fees;

F) tariff preparation, processing and related fees;

G) any other identifiable costs related to the facilities provided; or

H) an amount for return and contingencies.

13.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

A) The termination liability period is the estimated service life of the facilities provided. [D]

SECTION 13: SPECIAL ARRANGEMENTS

13.1 Special Construction (cont'd.) [D]

13.1.3 Termination Liability (cont'd.)

B) The amount of the maximum termination liability is equal to the amounts estimated for:

1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

a) equipment and materials provided or used,
b) engineering, labor and supervision,
c) transportation, and
d) rights of way;

2) license preparation, processing, and related fees;
3) tariff preparation, processing, and related fees;
4.) cost of removal and restoration, where appropriate; and.
any other identifiable costs related to the specially constructed or rearranged facilities.

C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 13.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 13.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes. [D]

SECTION 13: SPECIAL ARRANGEMENTS

13.2 Individual Case Basis (ICB) Arrangements [D]

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

13.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. [D]

SECTION 13: SPECIAL ARRANGEMENTS

13.3 Temporary Promotional Programs

Reserved for future use.

SECTION 13: SPECIAL ARRANGEMENTS

13.3 Temporary Promotional Programs

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SECTION 13: SPECIAL ARRANGEMENTS

13.4 Reserved for Future Use

SECTION 14: GRANDFATHERED SERVICES

14.1 Grandfathered Services

These Regulations, Rates and Charges are applicable to customers/circuits on record prior to the effective date of this tariff page. Changes and/or additions requested by existing customers, will not be provided under these rate elements. Existing local calling service customers with these rate elements will continue to be charged these rate elements until such time as they remove/disconnect the local calling service. Existing customers who add local calling service on or after the effective date of this tariff page will be installed and rated according to the Regulations, Rates and Charges in Section 7 of this tariff.

14.1.1 Local Calling Service

Customers have two local rate plan options: the Flat Rate Plan or the Measured Rate Plan. For operator-assisted local calls, the operator charges listed in Section 12.1.3 apply.

14.1.2 Measured Usage Plan

Under the Measured Usage Plan, per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

	1st. Min.	Each Additonal Minute
Access Area A	$0.01-$0.0360	$0.005-$0.0090
Access Area B	$0.01-$0.0405	$0.005-$0.0135
Access Area C	$0.01-$0.4500	$0.005-$0.0180

14.2 IntraLATA Calling Plan

Under the IntraLATA Calling Plan, per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

14.2.1 Rates

The rates set forth in this section apply to all direct-dialed intraLATA calls. For operator-assisted intraLATA calls, the operator charges listed in Section 12.1.3 apply.

	MTM/1YR	2 YR
Rates per minute	$0.10-$0.11	$0.09-$0.10M-M

M-M This material originally appeared in section 7 page 2

SECTION 14: GRANDFATHERED SERVICES