

BASIC LOCAL EXCHANGE SERVICES

*This tariff, Choice One Communications of Ohio Inc. d/b/a EarthLink Business P.U.C.O. Tariff No. 5,
replaces in its entirety
Choice One Communications of Ohio Inc. d/b/a One Communications P.U.C.O. Tariff No. 4*

Choice One Communications of Ohio Inc.
d/b/a EarthLink Business

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO LOCAL
EXCHANGE AND INTEREXCHANGE SERVICES WITHIN THE STATE OF OHIO IN THE
COUNTIES OF

Adams	Cuyahoga	Highland	Monroe	Summit
Athens	Erie	Hocking	Montgomery	Trumbull
Belmont	Fairfield	Jefferson	Muskingum	Tuscarawas
Brown	Fayette	Lake	Perry	Warren
Butler	Franklin	Lawrence	Pickaway	Washington
Champaign	Gallia	Lucas	Portage	Wayne
Clark	Geauga	Madison	Sandusky	Wood
Columbiana	Greene	Mahoning	Seneca	Wyandot
Coshocton	Hancock	Miami	Stark	

This tariff describes the terms and conditions, services and rates applicable to the provisioning of Basic Local Exchange Services regulated and tariffed in accordance with Chapter 4901:1-6, Ohio Administrative Code (O.A.C.). This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 1375 Peachtree Street, Level A, Atlanta, Georgia 30309.

Choice One Communications of Ohio Inc. d/b/a EarthLink Business agrees to abide by the regulations contained in Retail Telecommunication Services rules as set forth in the Ohio Administrative Code.

Issued: November 4, 2011

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By: Vice President, Tax
1375 Peachtree Street, Level A
Atlanta, Georgia 30309

BASIC LOCAL EXCHANGE SERVICES

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised Pages named below contain all changes from the original tariff and are in effect on the date shown.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original		31	Original		61	2 nd Rev. *
1	2 nd Rev.	*	32	Original		62	Original
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26	Original		57	2 nd Rev.	*		
27	Original		58	2 nd Rev.	*		
28	Original		59	2 nd Rev.	*		
29	Original		60	2 nd Rev.	*		
30	Original						

* - indicates those pages included with this filing

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BASIC LOCAL EXCHANGE SERVICES

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BASIC LOCAL EXCHANGE SERVICES

EXPLANATION OF SYMBOLS

A revision of a Tariff page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

C - Change in Regulation

D - Discontinued rate or regulation

I - Increased rate

M - Moved from another tariff location

N - New rate or regulation

R - Reduction in a rate or charge

S – Reissued matter

T - Changed in text but no change in rate or regulation

BASIC LOCAL EXCHANGE SERVICES

EXPLANATION OF TERMS

AGENCY

For 911 or E911 service, the government agency(ies) designated as having responsibility for the control and staffing of the emergency report center.

ALTERNATE ROUTING (“AR”)

Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes for a period (night service).

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company’s customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

ATTENDANT

An operator of a PBX console or telephone switchboard.

AUTOMATIC LOCATION IDENTIFICATION (“ALI”)

The name and address associated with the calling party’s telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party’s (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

AUTOMATIC NUMBER IDENTIFICATION (“ANI”)

A system whereby the calling party’s telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

CALL INITIATION

The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

BASIC LOCAL EXCHANGE SERVICES

EXPLANATION OF TERMS (CONT'D.)

CENTRAL OFFICE LINE

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

COMPANY

Choice One Communications of Ohio Inc. d/b/a EarthLink Business unless otherwise clearly indicated from the context.

COMMISSION

Public Utilities Commission of Ohio.

CUSTOMER

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT ("CPE")

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DEFAULT ROUTING ("DR")

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL ("DID")

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

BASIC LOCAL EXCHANGE SERVICES

EXPLANATION OF TERMS (CONT'D.)

DIRECT OUTWARD DIAL ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

FINAL ACCOUNT

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area

BASIC LOCAL EXCHANGE SERVICES

EXPLANATION OF TERMS (CONT'D.)

HANDICAPPED PERSON

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

BASIC LOCAL EXCHANGE SERVICES

EXPLANATION OF TERMS (CONT'D.)

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside the area ("interLATA") service is provided by long distance companies.

LINK

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line that extend from the serving central office to the originating and to the terminating point.

MESSAGE RATE SERVICE

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

BASIC LOCAL EXCHANGE SERVICES

EXPLANATION OF TERMS (CONT'D.)

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

MULTILINE HUNT

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

ON-NET

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

PORT

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

PRIVATE BRANCH EXCHANGE SERVICE ("PBX")

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

REFERRAL PERIOD

The time frame, during which calls to a number that has been changed, will be sent to a recording which will inform the caller of the new number.

SELECTIVE ROUTING ("SR")

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

BASIC LOCAL EXCHANGE SERVICES

SECTION 1 - APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to intrastate local exchange telecommunications services provided by Carrier for telecommunications between points within the State of Ohio. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by an interexchange telephone company or other common carrier for use in accessing the services of Carrier.

The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Public Utilities Commission of Ohio. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

All telephone companies are subject to the Commission's rules for minimum telephone service standards found in §4901:1-6 of the Ohio Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under Retail Telecommunication Services rules and that these safeguards can be found in §4901:1-6 of the Ohio Administrative Code.

BASIC LOCAL EXCHANGE SERVICES

SECTION 2 – GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Undertaking of the Company

The Company shall be responsible only for the installation, operation and maintenance of service that it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

2.1.2 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. 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.

- 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.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

BASIC LOCAL EXCHANGE SERVICES

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

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.2 Obligation of the Company (Cont'd.)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.3 Use of Service

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- E. Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

BASIC LOCAL EXCHANGE SERVICES

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

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.3 Use of Service (Cont'd.)

- F. Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- G. Carrier's services may be denied for any use by Customer that is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.
- H. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- I. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- J. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

BASIC LOCAL EXCHANGE SERVICES

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

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.3 Use of Service (Cont'd.)

K. PROHIBITED USES

1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
2. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
3. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
4. A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
5. Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.
6. The services of the Company shall not be used to transmit impermissible content.

BASIC LOCAL EXCHANGE SERVICES

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

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.4 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.5 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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BASIC LOCAL EXCHANGE SERVICES

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

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.6 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.1.7 Minimum Use Contracts

The Company may offer services which require a minimum use guarantee ("MUG"). The Subscriber agrees to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

Should the Subscriber choose to terminate a MUG agreement prior to its expiration date, the Subscriber will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Carrier's approval, Subscriber converts to another Company service with equal or greater term and minimum usage commitments.

If no minimum usage requirement is specified in the agreement, upon early termination of Subscriber's agreement, Subscriber will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term. The minimum initial billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

BASIC LOCAL EXCHANGE SERVICES

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

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability

- A. 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 this tariff. 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, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

BASIC LOCAL EXCHANGE SERVICES

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

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 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 Customer-provided equipment or facilities.
- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- F. 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 as a condition precedent to such installations.

BASIC LOCAL EXCHANGE SERVICES

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

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

- G. The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.
- H. 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.
- I. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

BASIC LOCAL EXCHANGE SERVICES

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

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

J. The Company is not liable for any claims for loss or damages involving:

1. Breach in the privacy or security of communications transmitted over the Company's facilities;
2. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
3. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
4. Any act or omission in connection with the provision of 911, E911 or similar services;
5. Any noncompletion of calls due to network busy conditions;
6. Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
7. Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.

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BASIC LOCAL EXCHANGE SERVICES

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

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

K. The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

1. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

BASIC LOCAL EXCHANGE SERVICES

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

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

K. (Cont'd.)

2. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
3. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within one (1) year after the date of the occurrence that gave rise to the claim.

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

M. 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.

BASIC LOCAL EXCHANGE SERVICES

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

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.9 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

2.1.10 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.11 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services. The Company reserves the right to block services that violate the prohibited use policy.

2.1.12 Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

BASIC LOCAL EXCHANGE SERVICES

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

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.13 Non-routing 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 not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.14 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

2.1.15 Rights-of-way

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

BASIC LOCAL EXCHANGE SERVICES

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

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.16 Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.1.17 Governmental Authorizations

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Public Utilities Commission of Ohio or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

2.1.18 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

BASIC LOCAL EXCHANGE SERVICES

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

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.19 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Company's network.

The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

BASIC LOCAL EXCHANGE SERVICES

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

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

BASIC LOCAL EXCHANGE SERVICES

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

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.3.2 Deposits

Deposits will be administered in accordance with the Retail Telecommunication Services rules as codified in §4901:1-6 and §4901:1-17-05 in the Ohio Administrative Code.

BASIC LOCAL EXCHANGE SERVICES

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

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd.)

2.3.3 Late Payment Charges

- A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the 14th day following the date of the postmark on the envelope containing the company's bill for service.
- B. A late payment charge of 1.5% will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed, but not paid for, but will apply to the accumulated services for which the customer is in arrears. The late payment charges are to be applied without discrimination.
- C. Late payment charges do not apply to final accounts.
- D. Late payment charges do not apply to government agencies of the State of Ohio. These agencies are required to make payment in accordance with applicable state law.

BASIC LOCAL EXCHANGE SERVICES

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

2.4 TELEPHONE SURCHARGES/TAXES

2.4.1 General

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Ohio gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

2.4.2 Telecommunications Relay Service (TRS)

Customers may be assessed a charge per line per month to fund the Telecommunication Relay Services for the State of Ohio in accordance with section 4905.84 of the Revised Code. This charge shall in no event exceed the per end user line (or equivalent) assessment of the Public Utilities Commission of Ohio levied upon the Company.

BASIC LOCAL EXCHANGE SERVICES

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

2.5 FLEXIBLE PRICING

2.5.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates.

2.5.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- B. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are not regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- D. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

BASIC LOCAL EXCHANGE SERVICES

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

2.6 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.6.1 Application of Rates

- A. Business rates as described in this Tariff apply to service furnished:
1. In office buildings, stores, factories and all other places of a business nature;
 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 3. At any location when the listing or public advertising indicates a business or a profession;
 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 5. At any location where the customer resells or shares exchange service;
- B. Public Access Line service is classified as business service regardless of the location.
- C. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

BASIC LOCAL EXCHANGE SERVICES

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

2.6 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd.)

2.6.2 Telephone Number Changes

When a business customer changes telephone numbers, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned customers. The customer may order a Vanity Number where facilities permit.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

BASIC LOCAL EXCHANGE SERVICES

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

2.7 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

2.7.1 Application of Rates

Residential rates as described in this Tariff apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.7.2 Telephone Number Changes

When a residential customer changes telephone numbers, the referral period for the disconnected number is 90 days.

The company reserves all rights to any telephone numbers assigned to customers from local service. Customers may order Vanity Numbers where facilities permit.

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

BASIC LOCAL EXCHANGE SERVICES

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

2.8 CREDIT ALLOWANCES

2.8.1 Use of another Means of Communication

If the Customer elects to use another means of communication during the period of interruption, The Customer must pay the charges for the alternative service used.

BASIC LOCAL EXCHANGE SERVICES

SECTION 3 – TERMINATION LIABILITY

3.1 EARLY TERMINATION PENALTY/EARLY TERMINATION FEE

This tariff section applies to term agreements signed on or after January 12, 2006.

Several of the services offered by the Company are available at reduced prices if the Customer agrees at the time the order is placed to continued service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then an Early Termination Penalty ("ETP") may apply. If a Customer disconnects service prior to the fulfillment of the term plan contracted, then an ETP will be due to Company from Customer. The ETP will be comprised of:

- 3.1.1 The difference between the monthly rate for the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected; and
- 3.1.2 All waived non-recurring charges, promotional considerations or equipment credits specifically related to the term agreement that have been provided to the customer since the beginning of the term.

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies that may have should a dispute arise.

BASIC LOCAL EXCHANGE SERVICES

SECTION 4 – SPECIAL SERVICES AND PROGRAMS

4.1 LIFELINE TELEPHONE SERVICE

4.1.1 Lifeline Discounted Service

This low price individual message rate service provides a full waiver of the \$3.50 federal subscriber line charge. There is no monthly allowance for local calls. Primary area and home region calls are untimed. Extended area calls (where available) are timed.

4.1.2 Eligibility

These services are restricted to low income residential customers for a single exchange access line at the principle residence. To qualify for Lifeline service a customer must be certified as income eligible for benefits from any one of the Home Energy Assistance Programs (HEAP) or at least one of the following Entitlement Programs administered by the State of Ohio Department of Social Services:

- Aid to Families with Dependent Children (AFDC)
- Food Stamps
- Home Energy Assistance Program (HEAP)
- Home Relief
- Medicaid
- Supplemental Security Income (SSI)

In addition, applicants are eligible for Lifeline service when approved to receive either a Veteran's Disability Pension or a Veteran's Surviving Spouse Pension. Applicants must provide proof to the Company that they are receiving one of these Pensions.

An individual's eligibility may be documented by information obtained by the Company as a result of enrollment programs, including but not limited to confidential computerized matching programs, conducted by the Company in conjunction with state agencies.

BASIC LOCAL EXCHANGE SERVICES

SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)

4.1 LIFELINE TELEPHONE SERVICE (Cont'd.)

4.1.2 Eligibility (Cont'd.)

Applicants must provide proof to the Company that they are certified as income eligible to receive one or more of the above benefits. After initial contact the customer is sent an application form to be completed by the customer or their authorized representative, as designated by the State of Ohio Department of Social Services and identified as so authorized on the customer's card for any of the above benefits. Lifeline rates will not be offered until proof of eligibility is provided to the Company.

Life Line services are effective upon receipt of a completed and signed form or an application form certified from an entity authorized by the Company. If the form is not returned, no further action is taken by the Company to establish eligibility. The Life Line discount is credited as of the service connection date.

The Company, in coordination with appropriate agencies, will periodically verify each Lifeline Customer's eligibility. If a Customer is identified as being ineligible, the Customer will be notified that unless the information is shown to be in error, the Lifeline discount will be discontinued. The customer will be billed for discounts received for any period in which he or she is proven to be ineligible for the service.

4.1.3 Charges

For connection of new service, service connection charges apply unless the customer qualifies for connection assistance under the Link Up America plan as outlined in Section 4.2 following.

Service connection charges do not apply to change existing service from:

- A. Flat Rate Service to Basic Lifeline service;
- B. Basic Lifeline service to Flat Rate Service.

BASIC LOCAL EXCHANGE SERVICES

SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)

4.2 LINK UP AMERICA

The Link Up America program is a connection assistance plan which provides for the reduction of one-half of the charges associated with connection of telephone service, up to \$30.00, subject to the following eligibility criteria:

- 4.2.1 The applicant must meet the requirements for qualification for Lifeline Telephone Service stipulated in Section 4.1.2 of this tariff;
- 4.2.2 The assistance can only apply for a single telephone line at the principal place of residence of the applicant;
- 4.2.3 The applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years old.

In no cases will the charges for connection of service for eligible Customers exceed that of the dominant local exchange provider in the same area.

4.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

- 4.3.1 The Company will provide, upon request, specialized telecommunications equipment for customers certified as hearing or speech impaired.
- 4.3.2 A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of Ohio.
- 4.3.3 The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- 4.3.4 The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 4.3.5 The Company will also advise customers who request this equipment of the applicable terms for purchase.

BASIC LOCAL EXCHANGE SERVICES

SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)

4.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

4.4.1 General

Handicapped persons who have been certified to the Company as having a hearing or speech impairment which requires that they communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a fifty percent (50%) discount on local measured rate service.

4.4.2 Certification

Acceptable certifications are:

- A. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of Ohio, or
- B. Pre-existing certifications establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

4.4.3 Qualification

Those customers qualifying for the discount are persons whose impairment is such that competent authority would certify them as being unable to use a telephone for voice communication. See Explanation of Terms, "Handicapped Person," for a listing of the necessary qualifications.

4.4.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

BASIC LOCAL EXCHANGE SERVICES

SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)

4.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

4.5.1 General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of network facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

4.5.2 Regulations

- A. This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the “Agency”.
- B. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of at least one year
- C. 911 service is furnished for incoming calls only.

BASIC LOCAL EXCHANGE SERVICES

SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)

4.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

4.5.3 Conditions of Furnishing Service

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

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

BASIC LOCAL EXCHANGE SERVICES

SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)

4.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

4.6.1 General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

4.6.2 Regulations

- A. In addition to the following, the regulations in 4.5.2 apply.
- B. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the company undertake such responsibility. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
- C. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. The Company will release such information to the Agency periodically for the update of their systems.
- D. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
- E. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

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By: Vice President, Tax
1375 Peachtree Street, Level A
Atlanta, Georgia 30309

BASIC LOCAL EXCHANGE SERVICES

SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)

4.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd.)

4.6.3 Conditions of Furnishing Service

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

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

BASIC LOCAL EXCHANGE SERVICES

SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)

4.7 OHIO RELAY SERVICE

4.7.1 General

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

4.7.2 Regulations

- A. Only intrastate calls can be completed using the Ohio Relay Service under the terms and conditions of this tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the State of Ohio. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- D. The following calls may not be placed through the Relay Service:
 - 1. calls to informational recordings and group bridging service;
 - 2. calls to time or weather recorded messages;
 - 3. station sent paid calls from coin telephones; and
 - 4. operator-handled conference service and other teleconference calls.

BASIC LOCAL EXCHANGE SERVICES

SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)

4.7 OHIO RELAY SERVICE (Cont'd.)

4.7.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend, and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted, or asserted by the customer, or by any other person, for any loss or destruction of any property whatsoever, whether covered by the customer or others, or for any personal injury or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

BASIC LOCAL EXCHANGE SERVICES

SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)

4.8 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS

4.8.1 General

Persons who are blind or whose disability causes difficulty with hand and finger coordination and use of a telephone qualify for a Special Credit Card. The card may be used from any telephone within the Company's territory to place calls within and outside the State of Ohio at a special rate or to place calls from a telephone outside of the Company's territory, but within the State of Ohio at rates applicable to the territory from which the call is made.

4.8.2 Rates

Within the Company's Territory:

Station to station toll calls placed with operator assistance will be billed at the lower rate normally applicable to calls placed without operator assistance. Local calls cannot be charged to the card. Person-to-person calls charged to the card will be billed at the higher operator handled rate.

Outside the Company's Territory, but within the State of Ohio:

All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

4.8.3 Qualification

The following criteria will be used to determine eligibility for the Special Credit Card:

- A. "Legally Blind" - those whose visual acuity is 20/200 or less in the better eye with correcting glasses or whose widest diameter or visual field subtends an angular distance no greater than 20 degrees.
- B. "Physically Handicapped" - those who are certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitations.

BASIC LOCAL EXCHANGE SERVICES

SECTION 4 – SPECIAL SERVICES AND PROGRAMS (CONT'D.)

4.8 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS (Cont'd.)

4.8.3 Qualification (Cont'd.)

- C. Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or non-coin telephone. Acceptable certifications are those made by a licensed physician ophthalmologist or optometrist.

4.8.4 Billing Authorization

Responsibility for payment of charges may be handled in one of two ways:

- A. The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. In this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.
- B. Another party may agree to accept responsibility for payment of charges incurred through use of at the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

In either case, the applicant is the only authorized user of the Special Credit Card. If the person accepting payment responsibility has service within the Company's service territory, charges will be billed on a regular monthly bill; otherwise a separate bill will be sent.

BASIC LOCAL EXCHANGE SERVICES

SECTION 5 – SPECIAL ARRANGEMENTS

5.1 SPECIAL CONSTRUCTION

5.1.1 Basis for Charges

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 (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a, b, and c.

5.1.2 Basis for Cost Computation

The costs referred to in 5.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1) equipment and materials provided or used;
 - 2) engineering, labor, and supervision;
 - 3) transportation; and
 - 4) rights of way and/or any required easements.
- B. Cost of maintenance.
- 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.

BASIC LOCAL EXCHANGE SERVICES

SECTION 5 – SPECIAL ARRANGEMENTS (CONT'D.)

5.1 SPECIAL CONSTRUCTION (Cont'd.)

5.1.2 Basis for Cost Computation (Cont'd.)

- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost 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.

5.1.3 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 a customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.

BASIC LOCAL EXCHANGE SERVICES

SECTION 5 – SPECIAL ARRANGEMENTS (CONT'D.)

5.1 SPECIAL CONSTRUCTION (Cont'd.)

5.1.3 Termination Liability (Cont'd.)

- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a. equipment and materials provided or used;
 - b. engineering, labor, and supervision;
 - c. transportation; and
 - d. rights of way and/or any required easements;
 2. license preparation, processing, and related fees;
 3. tariff preparation, processing and related fees;
 4. cost of removal and restoration, where appropriate; and
 5. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 5.1.3.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 5.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

BASIC LOCAL EXCHANGE SERVICES

SECTION 5 – SPECIAL ARRANGEMENTS (CONT'D.)

5.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

5.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in this Tariff. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- 1) LATA and type of switch
- 2) The V&H distance from the central office to the customer's premises
- 3) Service description
- 4) Rates and charges
- 5) Quantity of circuits
- 6) Length of the agreement.

BASIC LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICES, RATES & CHARGES

6.1 NETWORK SWITCHED SERVICES

6.1.1 General

Network Switched Service provide a customer with a connection to the Company's switching network which enables the customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling.

Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

All Network Switched Service may be connected to customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

Connection charges as described in this Tariff apply to all service on a one-time basis unless waived pursuant to this Tariff.

Charges for Network Switched Service include a nonrecurring service connection charge and a monthly recurring charge for each line. Monthly recurring charges apply to optional service features. In addition to other rate elements described above, measured and message usage charges will apply.

6.1.2 Exchange Areas Served

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by AT&T Ohio. The Company concurs in the local calling areas specified in the Local Exchange Services Tariffs of AT&T Ohio.

BASIC LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.3 Measured Rate Service*

Measured Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of call duration in addition to a base monthly charge

Each Measured Rate Service corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Measured Rate Service lines are provided for connection to a single, customer, customer-provided station set or facsimile machine.

Each Measured Rate Service has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)

Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the company of the Number Portability arrangement.

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total minutes of use during the billing period.

* Note: The service(s) set forth on this sheet will only remain available to customers who were subscribing to the service(s) identified in this section prior to April 10, 2003.

BASIC LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.4 Message Rate Service

Message Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of call duration in addition to a base monthly charge

Each Message Rate Service corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Message Rate Service lines are provided for connection to a single, customer, customer-provided station set or facsimile machine.

Each Message Rate Service has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the company of the Number Portability arrangement.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

BASIC LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.5 Flat Rate Service*

Flat Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. The customer is not charged for calls to points within the local exchange area.

Each Flat Rate Service corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Flat Rate Service lines are provided for connection to a single, customer, customer-provided station set or facsimile machine.

Each Flat Rate Service has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)

Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the company of the Number Portability arrangement.

Charges for each Flat Rate Service line include a monthly recurring Base Service Charge and an additional fixed monthly fee.

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BASIC LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.6 Base Service Line Rates*

A. Columbus Market

	<u>Maximum</u>	<u>Current</u>
Nonrecurring Connection Charge, New Install:	\$75.00	\$45.00

Customers with 1-10 Lines

Monthly Recurring Charges						
Term of Service	Measured Rate		Message Rate		Flat Rate	
	Maximum	Current	Maximum	Current	Maximum	Current
Month-to-Month	\$40.00	\$26.98 (I)	\$40.00	\$27.19 (I)	\$75.00	\$47.77 (I)
12 Month	\$40.00	\$26.04 (I)	\$40.00	\$26.09 (I)	\$75.00	\$46.20 (I)
24 Month	\$40.00	\$25.14 (I)	\$40.00	\$24.99 (I)	\$75.00	\$44.67 (I)
36 Month	\$40.00	\$24.20 (I)	\$40.00	\$23.88 (I)	\$75.00	\$43.15 (I)
48 Month	\$40.00	\$24.20 (I)	\$40.00	\$23.88 (I)	\$75.00	\$43.15 (I)
60 Month	\$40.00	\$24.20 (I)	\$40.00	\$23.88 (I)	\$75.00	\$43.15 (I)

B. Dayton Market

	<u>Maximum</u>	<u>Current</u>
Nonrecurring Connection Charge, New Install:	\$75.00	\$45.00

Customers with 1-10 Lines

Monthly Recurring Charges						
Term of Service	Measured Rate		Message Rate		Flat Rate	
	Maximum	Current	Maximum	Current	Maximum	Current
Month-to-Month	\$40.00	\$21.84 (I)	\$40.00	\$23.10 (I)	\$75.00	\$47.77 (I)
12 Month	\$40.00	\$21.10 (I)	\$40.00	\$21.15 (I)	\$75.00	\$46.20 (I)
24 Month	\$40.00	\$20.31 (I)	\$40.00	\$20.21 (I)	\$75.00	\$44.67 (I)
36 Month	\$40.00	\$19.58 (I)	\$40.00	\$19.26 (I)	\$75.00	\$43.15 (I)
48 Month	\$40.00	\$19.58 (I)	\$40.00	\$19.26 (I)	\$75.00	\$43.15 (I)
60 Month	\$40.00	\$19.58 (I)	\$40.00	\$19.26 (I)	\$75.00	\$43.15 (I)

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BASIC LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.6 Base Service Line Rates* (Cont'd.)

C. Akron Market

	<u>Maximum</u>	<u>Current</u>
Nonrecurring Connection Charge, New Install:	\$75.00	\$45.00

Customers with 1-10 Lines

Monthly Recurring Charges						
Term of Service	Measured Rate		Message Rate		Flat Rate	
	Maximum	Current	Maximum	Current	Maximum	Current
Month-to-Month	\$40.00	\$24.88 (I)	\$40.00	\$25.14 (I)	\$75.00	\$47.77 (I)
12 Month	\$40.00	\$24.04 (I)	\$40.00	\$24.09 (I)	\$75.00	\$46.20 (I)
24 Month	\$40.00	\$23.20 (I)	\$40.00	\$23.04 (I)	\$75.00	\$44.67 (I)
36 Month	\$40.00	\$22.31 (I)	\$40.00	\$21.99 (I)	\$75.00	\$43.15 (I)
48 Month	\$40.00	\$22.31 (I)	\$40.00	\$21.99 (I)	\$75.00	\$43.15 (I)
60 Month	\$40.00	\$22.31 (I)	\$40.00	\$21.99 (I)	\$75.00	\$43.15 (I)

D. Usage Rates

Customers who agree to subscribe to Measured Rate Service for terms of 12, 24, 36, 48 or 60 months will be charged the following usage rates:

Customers with 1-10 Lines

Local Calling				
Term Period	Per Message Rates		Per Minute Rates	
	Maximum	Current	Maximum	Current
12 Month	\$0.75	\$0.060	\$0.20	\$0.020
24 Month	\$0.75	\$0.060	\$0.20	\$0.019
36 Month	\$0.75	\$0.060	\$0.20	\$0.018
48 Month	\$0.75	\$0.060	\$0.20	\$0.018
60 Month	\$0.75	\$0.060	\$0.20	\$0.018

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BASIC LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.7 ChoiceXchange Basic Line Service (message rate service)*

A. Columbus Market

Two Product Bundling
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling Per Message Rates		Toll Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$23.88 (I)	\$0.75	\$0.060	\$0.50	\$0.0810
24 Month	\$30.00	\$22.05 (I)	\$0.75	\$0.060	\$0.50	\$0.0750
36 Month	\$30.00	\$20.21 (I)	\$0.75	\$0.050	\$0.50	\$0.0650
48 Month	\$30.00	\$20.21 (I)	\$0.75	\$0.050	\$0.50	\$0.0650
60 Month	\$30.00	\$20.21 (I)	\$0.75	\$0.050	\$0.50	\$0.0650

Three Product Bundling
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling Per Message Rates		Toll Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$20.21 (I)	\$0.75	\$0.060	\$0.50	\$0.0750
24 Month	\$30.00	\$18.37 (I)	\$0.75	\$0.050	\$0.50	\$0.0670
36 Month	\$30.00	\$16.53 (I)	\$0.75	\$0.050	\$0.50	\$0.0618
48 Month	\$30.00	\$16.53 (I)	\$0.75	\$0.050	\$0.50	\$0.0618
60 Month	\$30.00	\$16.53 (I)	\$0.75	\$0.050	\$0.50	\$0.0618

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BASIC LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.7 ChoiceXchange Basic Line Service (message rate service)* (Cont'd.)

B. Dayton Market

Two Product Bundling
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling Per Message Rates		Toll Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$19.26 (I)	\$0.75	\$0.060	\$0.50	\$0.0810
24 Month	\$30.00	\$17.69 (I)	\$0.75	\$0.060	\$0.50	\$0.0750
36 Month	\$30.00	\$16.06 (I)	\$0.75	\$0.050	\$0.50	\$0.0650
48 Month	\$30.00	\$16.06 (I)	\$0.75	\$0.050	\$0.50	\$0.0650
60 Month	\$30.00	\$16.06 (I)	\$0.75	\$0.050	\$0.50	\$0.0650

Three Product Bundling
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling Per Message Rates		Toll Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$16.06 (I)	\$0.75	\$0.060	\$0.50	\$0.0750
24 Month	\$30.00	\$14.49 (I)	\$0.75	\$0.050	\$0.50	\$0.0670
36 Month	\$30.00	\$13.65 (I)	\$0.75	\$0.050	\$0.50	\$0.0618
48 Month	\$30.00	\$13.65 (I)	\$0.75	\$0.050	\$0.50	\$0.0618
60 Month	\$30.00	\$13.65 (I)	\$0.75	\$0.050	\$0.50	\$0.0618

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BASIC LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)

6.1 NETWORK SWITCHED SERVICES (Cont'd.)

6.1.7 ChoiceXchange Basic Line Service (message rate service)* (Cont'd.)

C. Akron Market

Two Product Bundling
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling Per Message Rates		Toll Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$21.99 (I)	\$0.10	\$0.060	\$0.50	\$0.0810
24 Month	\$30.00	\$20.26 (I)	\$0.10	\$0.060	\$0.50	\$0.0750
36 Month	\$30.00	\$18.53 (I)	\$0.10	\$0.050	\$0.50	\$0.0650
48 Month	\$30.00	\$18.53 (I)	\$0.10	\$0.050	\$0.50	\$0.0650
60 Month	\$30.00	\$18.53 (I)	\$0.10	\$0.050	\$0.50	\$0.0650

Three Product Bundling
Customers with 1-10 Lines

Term of Service	Monthly Recurring Charge		Local Calling Per Message Rates		Toll Per Minute Rates	
	Maximum	Current	Maximum	Current	Maximum	Current
12 Month	\$30.00	\$18.53 (I)	\$0.10	\$0.060	\$0.50	\$0.0750
24 Month	\$30.00	\$16.80 (I)	\$0.10	\$0.050	\$0.50	\$0.0670
36 Month	\$30.00	\$15.59 (I)	\$0.10	\$0.050	\$0.50	\$0.0618
48 Month	\$30.00	\$15.59 (I)	\$0.10	\$0.050	\$0.50	\$0.0618
60 Month	\$30.00	\$15.59 (I)	\$0.10	\$0.050	\$0.50	\$0.0618

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BASIC LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)

6.2 SERVICE ACTIVATION FEE

A Service Activation Fee applies for the installation of service at each new service location for either a new or existing customer.

	<u>Business</u>		<u>Residence</u>	
	Maximum	Current	Maximum	Current
	\$100.00	\$70.00	\$100.00	\$70.00

6.3 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

	<u>Business</u>		<u>Residence</u>	
	Maximum	Current	Maximum	Current
First	\$100.00	\$79.00	\$100.00	\$79.00
Additional	\$100.00	\$79.00	\$100.00	\$79.00

6.4 TIME AND MATERIALS CHARGE

A charge for the labor time & materials expended to diagnose any trouble on the customer's side of the demarcation point.

	Maximum	Current
First 60 Minutes	\$200.00	\$129.00
Additional 30 Minute Increments	\$100.00	\$41.00

6.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

	Maximum	Current
Charge	\$5.00	\$5.00

BASIC LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)

6.6 ALPHABETICAL DIRECTORY

6.6.1 Main Listings

- A. The Company contracts with an outside provider, which may be the Incumbent Local Exchange Carrier, for directory listings. All references to the directory of the Company will mean the directory published by the outside provider.
- B. The term “listing” refers to the information in lightface type in the alphabetical directory and the Directory Assistance Records of the Company.
- C. Listings provided without charge are as follows:
 - 1. One listing for each individual line. Where individual lines are grouped for incoming service, only one listing will be provided for each such group.
 - 2. One listing for each PBX or interconnecting system.
- D. The name listed in the directory has no bearing on who is responsible for payment of the account associated with the number being listed.

6.6.2 Liability of the Company for Errors

A. General

In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Tariff, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the Directory Assistance operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

BASIC LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)

6.6 ALPHABETICAL DIRECTORY (Cont'd.)

6.6.2 Liability of the Company for Errors (Cont'd.)

B. Allowance for Errors

An allowance for errors in published directory listings or for errors in listings obtainable from the Directory Assistance operator shall be given as follows:

1. Free Listings

For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.

2. Charge Listings

For each additional or charge published directory listing, credit shall be given at the monthly tariff rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.

3. Operator Records

For free or charge listings obtainable from records used by the Directory Assistance operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basis monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.

BASIC LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)

6.7 BLOCKING SERVICE

6.7.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services.

- A. 500, 700, 900 Blocking - allows the subscriber to block all calls beginning with the 500, 700 or 900 prefixes (i.e. 900-XXX-XXXX) from being placed. This feature can be used specifically for either 500, 700 or 900 numbers or any combination thereof.
- B. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- C. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
- D. Toll Restriction Plus Directory Assistance - provides subscribers with Toll Restriction and blocking of 411 calls.

6.7.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

BASIC LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)

6.7 BLOCKING SERVICE (Cont'd.)

6.7.3 Rates and Charges

	Nonrecurring	
	<u>Maximum</u>	<u>Current</u>
500, 700, 900 Blocking		
– Residential	\$20.00	\$15.00
– Business	\$20.00	\$15.00
Third Number Billed and Collect Call Restriction		
– Residential	\$20.00	\$15.00
– Business	\$20.00	\$15.00
Toll Restriction		
– Residential	\$20.00	\$15.00
– Business	\$20.00	\$15.00
Toll Restriction Plus Directory Assistance		
– Residential	\$20.00	\$15.00
– Business	\$20.00	\$15.00

The above charges apply only when adding blocking services in existing access lines the customer has with the Company after the customer's initial conversion to the Company's local exchange service.

BASIC LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICES, RATES & CHARGES (CONT'D.)

6.8 RESALE COST RECOVERY CHARGE

A monthly recurring Resale Cost Recovery Charge will be assessed on all lines for which the entire underlying service is physically provided through the use of an incumbent local carrier's platform. The Resale Cost Recovery Charge is assessed to recover increased costs associated with accessing the incumbent local carrier's local telephone lines and switching equipment.

	<u>Maximum</u>	<u>Current</u>
Monthly recurring charge, per line	\$12.00	\$4.30

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