OHIO LOCAL EXCHANGE SERVICES TARIFF OF COMCAST PHONE OF OHIO, LLC D/B/A CIMCO, A DIVISION OF COMCAST BUSINESS SERVICES

Regulations and Schedule of Local Exchange Charges Applicable to Telecommunications Services Regulated by the Public Utilities Commission Of Ohio

This Tariff, Comcast Phone of Ohio, LLC PUCO Tariff No. 3, replaces CIMCO Communications, LLC PUCO Tariff No. 2 in its entirety.

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of regulated local exchange telecommunications services provided by Comcast Phone of Ohio, LLC within the State of Ohio. This Tariff is on file with the Public Utilities Commission of Ohio ("Commission") and may be viewed on the Company's website at www.comcast.com/tariffs.

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EXPLANATION OF REVISION MARKS

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

C - To signify a regulation which has been changed

D - To signify a rate or regulation which has been discontinued

I - To signify a rate which has been increased

M -To signify a move in the location of text

N - To signify a new rate or regulation

R - To signify a rate which has been reduced

S - To signify a matter which has been reissued

T - To signify a change in the text which has not affected a change in either a rate or a regulation.

APPLICATION OF TARIFF

This Tariff sets forth the services, offerings, rates, terms, and conditions applicable to the furnishing of local exchange communications services within the State of Ohio by Comcast Phone of Ohio, LLC d/b/a CIMCO, a Division of Comcast Business Services.

DEFINITIONS

Certain terms used generally throughout this Tariff are defined below.

Authorized User: A person, firm, corporation or other legal entity authorized by the provider of the service to use the service being provided.

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

Class of Service--Business: The Company provides one classes of Service: Business. The classification of a Customer's service as Business is determined by these regulations which define the character of use for rate purposes.

A. Service will be classified as Business if:

1. The service is used primarily or substantially for a paid commercial, professional or institutional activity; or

2. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or

3. The service number is listed as the principal or only number for a business in any telecommunications directory; or

4. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose shall not constitute business use of service unless other factors are involved.

Company: Comcast Phone of Ohio, LLC d/b/a CIMCO, a Division of Comcast Business Services, the issuer of this Tariff.

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

DEFINITIONS

End User Common Line: A line provided to the Customer once the Customer obtains local exchange service from the Company under its local exchange tariff.

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

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

Service Surcharge: An additional sum added to the usual amount or cost.

Station: Telephone equipment from or to which calls are placed.

Tier I Services: Include Basic Local Exchange Service as defined in Section 49270.01 of the Ohio Revised Code and the following services as indicated in Commission Rule 4901:1-6-04. Tier I services are tariffed herein at maximum and actual rates per Commission Rule 4901:1-604(B)(1)(b).

Tier 1 core services
- (i) Basic local exchange service.
- (ii) Basic caller identification (number delivery only services).

Tier 1 non-core services
- (i) Second and third local exchange service access lines.
- (ii) Call waiting.
- (iii) Call trace (*57).
- (iv) Per line number identification blocking.
- (iv) Non-published number service.
- (v) N-l-l access and usage, unless exempted.

Tier II Services: Tier II services include services that do not fall under Tier 1. Tier II services include the Company's local/long distance/custom calling services packages, pursuant to Commission Rule 4901:1-6-05. Pursuant to Commission's September 19, 2007 Implementation Entry[1], Tier II services descriptions and rates are no longer tariffed. Corresponding service descriptions and rates are available by contacting the Company or via the Company's web site at www.comcast.net.

User: A Customer or any other person authorized by the Customer to use service provided under this Tariff.

[1] *In the Matter of the Review of Chapter 4901:1-6, Ohio Administrative Code,* Case No. 06-1345-TP-ORD (September 19, 2007).

SECTION 1 - REGULATIONS

1.1 UNDERTAKING OF THE COMPANY

1.1.1 SCOPE

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

1.1.2 SHORTAGE OF EQUIPMENT AND FACILITIES

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

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

1.1.3 TERMS AND CONDITIONS

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

SECTION 1 - REGULATIONS

1.1 UNDERTAKING OF THE COMPANY (CONT'D)

1.1.3 TERMS AND CONDITIONS (CONT'D)

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

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

D. This Tariff shall be interpreted and governed by the laws of the State of Ohio without regard to the State's choice of laws provisions.

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

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

G. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 1.1.3H below. The Company is not liable for interruption of service due to any failure of Customer premises equipment provided by the Company or the Customer.

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

SECTION 1 - REGULATIONS

1.1 UNDERTAKING OF THE COMPANY (CONT'D)

1.1.4 NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

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

1.2 LIABILITY OF THE COMPANY

1.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission by the Company or any third parties, shall be limited to the extension of allowances for interruption as set forth in Section 1.10, below. 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, OR OTHERS USING THE SERVICE SUPPLIED TO CUSTOMER BY THE COMPANY AS A RESULT OF ANY COMPANY SERVICE, EQUIPMENT, OR FACILITIES, OR THE ACTS, OMISSIONS, NEGLIGENCE OF THE COMPANY'S EMPLOYEES, AGENTS, OR SUPPLIERS.

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

SECTION 1 - REGULATIONS

1.2 LIABILITY OF THE COMPANY (CONT'D)

1.2.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of anyone or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

1.2.4 The Company shall not be liable for: (a) any act of omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.

1.2.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer, its employees, agents, or suppliers, or due to the failure or malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer premises equipment purchased or leased from the Company by the Customer.

1.2.6 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers, or supplying carriers to the Company, shall be deemed to be agents or employees of the Company.

SECTION 1 - REGULATIONS

1.2 LIABI1ITY OF THE COMPANY (CONT'D)

1.2.7 Notwithstanding the Customer's obligations as set forth in Section 1.4.2, the Company shall be indemnified, defended, and held harmless (including costs and reasonable attorney's fees) by the Customer or by others authorized by it to use the service against any claim, loss or damage arising directly or indirectly from Customer's use of services furnished under this Tariff, including:

A. Claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; or

B. Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; or

C. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Tariff.

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

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

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

SECTION 1 - REGULATIONS

1.2 LIABI1ITY OF THE COMPANY (CONT'D)

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

1.2.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

1.2.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.3.1 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense.

SECTION 1 - REGULATIONS

1.2 LIABI1ITY OF THE COMPANY (CONT'D)

1.2.14 With respect to Emergency Number 911 Service:

A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruption, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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

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

1.2.16 In conjunction with a private listing, as described in Section 2.5, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not place by dialing a number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.

SECTION 1 - REGULATIONS

1.2 LIABILITY OF THE COMPANY (CONT'D)

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

1.3 PROVISION OF EQUIPMENT AND FACILITIES

1.3.1 GENERAL

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

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

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

SECTION 1 - REGULATIONS

1.3 PROVISION OF EQUIPMENT AND FACILITIES (CONT'D)

1.3.1 GENERAL (CONT'D)

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

1. The transmission of signals by the Customer provided equipment or for the quality of, or defects in, such transmission; or

2. The reception of signals by the Customer provided equipment; or

3. Network control signaling where such signaling is performed by the Customer provided network control signaling equipment.

1.3.2 NON-ROUTINE INSTALLATION

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

1.3.3 OWNERSHIP OF FACILITIES

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

1.3.4 USE OF SERVICE

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

SECTION 1 - REGULATIONS

1.3 PROVISION OF EQUIPMENT AND FACILITIES (CONT'D)

1.3.4 USE OF SERVICE (CONT'D)

A. Unlawful Use of Service

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

1. An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2. The Company is notified in writing by a Law Enforcement Agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information interstate or foreign commerce in violation of law.

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

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

B. Obscenity

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

C. Impersonation

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

SECTION 1 - REGULATIONS

1.3 PROVISION OF EQUIPMENT AND FACILITIES (CONT'D)

1.3.4 USE OF SERVICE (CONT'D)

D. Harassment

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

E. Fraudulent Use

1. Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information without payment of the charges applicable to such use.

2. No device shall be used by a Customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.

F. Interference with or Impairment of Service

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

G. Subscribing to Adequate Service

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

H. Telephone Solicitation by Use of Recorded Messages

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

SECTION 1 - REGULATIONS

1.3 PROVISION OF EQUIPMENT AND FACILITIES (CONT'D)

1.3.4 USE OF SERVICE (CONT'D)

I. Common Receptionist

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

1.4 OBLIGATIONS OF THE CUSTOMER

1.4.1 GENERAL

The Customer shall be responsible for:

A. The payment of all applicable charges pursuant to this Tariff;

B. Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated to the Company's right of recovery of damages to the extent of such payment;

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

SECTION 1 - REGULATIONS

1.4 OBLIGATIONS OF THE CUSTOMER (CONT'D)

1.4.1 GENERAL (CONT'D)

D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 1.4.1C. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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

F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 1.4.1D above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

G. Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities or Customer premises equipment leased by the Customer from the Company; and

SECTION 1 - REGULATIONS

1.4 OBLIGATIONS OF THE CUSTOMER (CONT'D)

1.4.1 GENERAL (CONT'D)

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

1.4.2 CLAIMS

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

A. Any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

SECTION 1 - REGULATIONS

1.4 OBLIGATIONS OF THE CUSTOMER (CONT'D)

1.4.3 STATION EQUIPMENT

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

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

1.4.4 INTERCONNECTION OF FACILITIES

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

The Company's services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Facilities furnished under this Tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this Tariff.

SECTION 1 - REGULATIONS

1.4 OBLIGATIONS OF THE CUSTOMER (CONT'D)

1.4.5 INSPECTIONS

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

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

1.5 ESTABLISHMENT OF SERVICE

1.5.1 APPLICATION FOR SERVICE

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

SECTION 1 - REGULATIONS

1.5 ESTABLISHMENT OF SERVICE (CONT'D)

1.5.2 MINIMUM CONTRACT PERIODS

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

B. Except as provided in 1.5.2A preceding, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.

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

1.5.3. CANCELLATION OF APPLICATION FOR SERVICE PRIOR TO ESTABLISHMENT OF SERVICE

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

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

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

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

SECTION 1 - REGULATIONS

1.5 ESTABLISHMENT OF SERVICE (CONT'D)

1.5.3. CANCELLATION OF APPLICATION FOR SERVICE PRIOR TO ESTABLISHMENT OF SERVICE (CONT'D)

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

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

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

1.5.4 ESTABLISHING CREDIT

The Company will not require applicants and Customers to establish or reestablish financial responsibility.

1.5.5 CASH DEPOSITS

The Company will not collect Customer deposits.

1.6 BILLING / PAYMENT

1.6.1 CUSTOMER BILLING

A. Bills will be issued once each month during a thirty (30) day period.

B. Special bills for service may be issued to Customers (residence Customers only during the first twenty-four (24) months of their service and business Customers at any time) when charges exceed 175 percent of the average of the past three (3) months' long-distance charges or of the average long-distance charge for that class of service if three (3) months actual data is not available. These bills will carry a due date which is ten (10) days after the date that they are mailed or (7) days if delivered by hand. (Applicant is not offering residential services at this time.)

SECTION 1 - REGULATIONS

1.6 BILLING / PAYMENT (CONT'D)

1.6.1 CUSTOMER BILLING (CONT'D)

C. Services which are charged for at monthly rates are billed in advance for one month's service in all exchanges.

D. Services which are charged for at other than monthly rates are billed in arrears, except when payment for messages is made by cash deposit in the coin telephone.

E. An unused portion of a usage allowance (which is included in the monthly rate for certain services) in one monthly period cannot be used in any other monthly period nor will refund or credit be given.

F. Detailed call information, such as the time at which the call was made, and its destination will not be generally provided other than for long-distance telecommunications message service. Customers provided with additional detailed billing may be accessed detailed billing charges.

1.6.2 PAYMENT OF CHARGES FOR SERVICE

A. The Customer is responsible for the payment of charges for all services furnished, including, but not limited to, all calls originated or accepted at a Customer's service location regardless of the carrier providing service.

B. Payment shall be in United States currency or by instruments so denominated and payable on demand at par in Commercial banks in the locality where facilities and service are furnished.

C. Payment is due on the due date shown on the bill and may be paid by mail to the authorized payment locations.

D. Charges for a message originated at a coin telephone shall be paid by cash deposit in the coin telephone unless other arrangements for billing have been made.

E. When payment for service is made by check, a charge of $25.00 will be made by the Company for each check returned by a bank to the Company for reason of nonsufficient funds.

SECTION 1 - REGULATIONS

1.6 BILLING / PAYMENT (CONT'D)

1.6.2 PAYMENT OF CHARGES FOR SERVICE (CONT'D)

F. If the Customer remits to the Company on more than one occasion during a twelve (12) month period a check, draft, or other instrument which is dishonored, the Company may refuse acceptance of further checks and place the Customer on a guaranteed basis. Under a guaranteed basis, the Company may refuse acceptance of anything as payment other than money orders, cashier's checks, or guaranteed instruments denominated in U.S. dollars and guaranteed by or issued by a third party acceptable to the Company. The Company shall advise the Customer in writing of the restriction and of the various options available in paying by cash.

1.6.3 LATE PAYMENT CHARGE

A late payment charge of 1.5% per month shall apply to amounts shown on a monthly bill which remain unpaid after the due date referred to in Section 1.6.2 preceding, except that the charge is not applicable as specified in Section 1.6.4 following. The 1.5% is not applicable to the subsequent re-billing of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

A. Regulations

1. The late payment charge will be waived for residential Customers once in each calendar year. (Applicant is not offering residential services at this time.)

2. This charge does not apply to:

   a. Amounts which are in dispute at the time the late payment charge would otherwise be applied;

   b. Federal excise tax or any other taxes levied by law directly on the Customer;

   c. Amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate tariffs or contracts.

3. Collection procedures outlined in this Section are not waived or foreclosed by the application of a late payment charge.

SECTION 1 - REGULATIONS

1.6 BILLING / PAYMENT (CONT'D)

1.6.4 FAILURE TO PAY CHARGES FOR SERVICE

A. A Customer is considered to be delinquent in the payment of a bill when the total amount due is not received on or before fourteen (14) days after the due date printed on the bill.

B. When a Customer is delinquent in the payment of a bill, the Company may disconnect the service after sending a written notice of disconnection, postmarked at least seven (7) days prior to the date of disconnection of service.

1.6.5 RESTORAL OF SERVICE

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

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

C. Customer Complaints

In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

1. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

SECTION 1 - REGULATIONS

1.6 BILLING PAYMENT (CONT'D)

1.6.5 RESTORAL OF SERVICE (CONT'D)

C. Customer Complaints (Cont'd)

2. Pursuant to Chapter 4901:1-5-05 O.A.C., the Company shall provide a report of each complaint's resolution within ten (l0) business days of the receipt of the complaint by the Customer, when the complaint was made directly by the Customer, or to the Customer and Commission staff, when the complaint was referred to the Company by Commission staff. If the investigation is not complete within ten (10) business days of receipt of the complaint, the Company shall provide an interim report to the Customer or to the Customer and Commission staff, as set forth above. The report shall contain the information required by Chapter 4901: 1-5-05 O.A.C.

3. The Company shall inform the Customer or the Customer and Commission staff of the results of the investigation orally or in writing, unless the Customer or Commission staff request the results to be presented in writing. The Company shall inform the Customer of its right to a written report if the report is presented orally.

4. If there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Ohio Public Utilities Commission for its investigation and decision. The Company will provide the Customer with the address, local/toll free numbers and TDD/TTY number of the Commission's Public Interest Center.

   The address and telephone number of the Commission are:

   Public Utilities Commission of Ohio
   Attn: IAD
   180 E. Broad Street
   Columbus, OH 43215-3793

   Telephone: 1-800-686-7826 (voice)
   1-800-686-1570 (TDD)

SECTION 1 - REGULATIONS

1.7 TERMINATION, DISCONTINUATION OR REFUSAL OF SERVICE

1.7.1 DISCONNECTION OF SERVICE

A. For purposes of this section, all regulated telephone services provided by the Company, except toll service and 900 and 976 type services (if any), shall be defined as local service.

B. The Company may disconnect its Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards. Disconnection notices issued by the Company pursuant to Rule 4901: 1-5-17(k), O.A.C., shall state the following:

1. Failure to pay the amount required at the Company's office or to one of its authorized agents by the date specified on the notice may result in the disconnection of local or toll services;

2. The earliest date when disconnection will occur;

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

4. The total amount due to avoid disconnection of local service, which must be listed separately from charges for regulated toll and charges for unregulated services;

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

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

7. The address and telephone number of the office of the telecommunications provider that the Customer may contact in reference to the account;

SECTION 1 - REGULATIONS

1.7 TERMINATION, DISCONTINUATION OR REFUSAL OF SERVICE (CONT'D)

1.7.1 DISCONNECTION OF SERVICE (CONT'D)

B. (Cont'd)

8. The following statement:

   If a Customer's questions are not resolved after calling the Company, the Customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or 614-466-3292 from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO web site at www.puco.ohio.gov.

9. A statement that an additional charge for reconnection may apply if service is disconnected. The statement shall also include a notice that payments to an unauthorized payment agent may result in the untimely or improper crediting of the Customer's account.

C. The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.

D. Partial payments by a Customer to the Company will be apportioned by the Company to the Company's past due local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.

E. When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes:

1. must not function as a vehicle by which the (nonpaying) toll subscriber is denied access, through presubscription, to any other toll service provider besides the one whose provision of toll service has precipitated the toll disconnection;

2. must be available from the Company, by tariff, on a nondiscriminatory basis to all toll service providers; and

3. may consist of either a depicing mechanism or else a selective toll blocking service.

SECTION 1 - REGULATIONS

1.7 TERMINATION, DISCONTINUATION OR REFUSAL OF SERVICE (CONT'D)

1.7.1 DISCONNECTION OF SERVICE (CONT'D)

F. Neither purchase of the toll service provider's accounts receivable by the Company, nor a requirement that the Company shall be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a nondiscriminatory basis to all toll service providers.

1.7.2. REFUSAL OR DISCONNECTION OF SERVICE, GENERALLY

A. The Company will notify or attempt to notify, through reasonable means, a subscriber before service is refused or disconnected for:

1. A violation of or noncompliance with the Company's rules or tariffs on file with the Commission;

2. A failure to comply with municipal ordinances or other laws pertaining to telecommunications services; or

3. A refusal by the Customer to permit the Company access to its facilities.

B. The Company will notify or attempt to notify, through reasonable means, the Customer before service is disconnected when the Customer has committed a fraudulent practice as set forth and defined in this Tariff.

C. No notice is required before disconnection when:

1. An emergency may threaten the health or safety of a person, or the Company's distribution system;

2. A Customer's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or

3. A subscriber tampers with facilities or equipment owned by the Company.

SECTION 1 - REGULATIONS

1.7 TERMINATION, DISCONTINUATION OR REFUSAL OF SERVICE (CONT'D)

1.7.2. REFUSAL OR DISCONNECTION OF SERVICE, GENERALLY (CONT'D)

D. The Suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

E. Upon the Company's discontinuance of service to the Customer under this Section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff.

1.8 CANCELLATION OF SERVICE

1.8.1 CANCELLATION OF APPLICATION FOR SERVICE

A. Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified herein. Applicant recognizes a 72 hour cooling-off period, for home solicitation sales, whereby a Customer may cancel a contract within the first 72 hours without any penalty.

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

C. The special charges described in Sections 1.8.1A and 1.8.1B will be calculated and applied on a case-by-case basis.

SECTION 1 - REGULATIONS

1.8 CANCELLATION OF SERVICE (CONT'D)

1.8.2 CANCELLATION OF SERVICE BY THE CUSTOMER

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

A. All Non-Recurring Charges reasonably expended by the Company to establish service to the Customer, plus

B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus

C. All Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term, and

D. Any termination liability for early termination.

1.9 MISCELLANEOUS

1.9.1 SPECIAL CONDITIONS OR REQUIREMENTS

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

1.9.2 TELEPHONE NUMBERS

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

SECTION 1 - REGULATIONS

1.9 MISCELLANEOUS (CONT'D)

1.9.3 OWNERSHIP AND ACCESS TO FACILITIES

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

1.9.4 INSTALLATION, REARRANGEMENT, REPAIR, MAINTENANCE, DISCONNECTION AND REMOVAL OF FACILITIES

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

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

1.9.5 TRANSFER AND ASSIGNMENTS

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

1.9.6 NOTICES AND COMMUNICATIONS

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

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

SECTION 1 - REGULATIONS

1.9 MISCELLANEOUS (CONT'D)

1.9.6 NOTICES AND COMMUNICATIONS (CONT'D)

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

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

1.10 ALLOWANCES FOR INTERRUPTIONS OF SERVICE

1.10.1 CREDIT FOR INTERRUPTIONS

Credit for interruptions in local exchange service shall apply as set forth in Rule 4901: 1-5-16 of the Ohio Administrative Code. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro-rata adjustment of the monthly recurring charges subject to interruption will be allowed for the regulated services and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period more than 24 consecutive hours from the time the interruption is reported to or known to exist by the Company. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

SECTION 1 - REGULATIONS

1.10 ALLOWANCES FOR INTERRUPTIONS OF SERVICE (CONT'D)

1.10.1 CREDIT FOR INTERRUPTIONS (CONT'D)

Credit for interruptions will be calculated as follows:

Interruption Duration	Credit Allowance
More than 24 but less than 48 hours	Pro rata portion of the monthly charge(s) for all regulated services rendered inoperative during the interruption.
48 hours but less than 72 hours	One-third of one month's charge(s) for all regulated local services rendered inoperative during the interruption.
72 hours but less than 96 hours	Two-thirds of one month's charge(s) for all regulated local services rendered inoperative during the interruption.
96 hours or more	One month's charges for all regulated local services rendered inoperative during the interruption.

SECTION 1 - REGULATIONS

1.10 ALLOWANCES FOR INTERRUPTIONS OF SERVICE (CONT'D)

1.10.2 RESTRICTIONS ON ALLOWANCES

No credit allowance will be made for:

A. Interruptions due to the negligence or willful act of the Customer, Authorized-User or Joint-User, including but not limited to noncompliance with the provisions of this Tariff;

B. Interruptions due to the failure or malfunction of Customer provided facilities or the failure or malfunction of any other non-Company equipment; (c) interruptions due to electric power failure where the Customer furnishes such electric power;

C. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

D. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

E. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

F. Interruption of service due to circumstances or causes beyond the control of the Company;

G. Interruptions due to military action, war, insurrection, riot, or strike.

1.10.3 USE OF ALTERNATIVE SERVICE PROVIDED BY THE COMPANY

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service.

SECTION 2 - SERVICES

2.1 APPLICATION OF RATES

2.1.1 INTRODUCTION

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff. An application for service, whether made orally, in writing, or by use of service, establishes a contract between the Company and the Customer pursuant to the terms and conditions included within this Tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred to a third party by the Customer, without the Company's written approval.

2.1.2 CHARGES BASED ON DURATION OF USE

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

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

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

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

D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call and will be billed according to applicable eastern standard or eastern daylight savings time.

SECTION 2 - SERVICES

2.1 APPLICATION OF RATES (CONT'D)

2.1.3 RATES BASED UPON DISTANCE

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

Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set or geographic coordinates, as references in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number. The airline distance between any two rate centers is determined as follows:

A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

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

C. Square each difference obtained in step (b) above.

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

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

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

G. FORMULA = $\frac{(Vl - V2)2 + (Hl - H2)2}{10}$

SECTION 2 - SERVICES

2.2 SERVICE AREA

The Company's local exchange services are available only in the following geographic locations:

Verizon's service areas throughout Ohio.

The Company's service area description above in no way compels the Company to provide any service in an area where facilities or other technical factors limit the Company's ability to provide such services.

2.3 BASIC LOCAL EXCHANGE SERVICE

2.3.1 GENERAL

Basic Local Exchange Service provides Customers with 1-3 local exchange service access lines the ability to place calls to and receive calls from parties located in the Company's Service Area described in Section 2.2, above.

2.3.2 RATE SCHEDULE

Basic Local Exchange Service Rates are applied per minute of use (Plan A) or by message (Plan B) as follows.

Plan A (Mileage Based)	**Day Initial**	**Day Add'l**	**Eve Initial**	**Eve Add'l**	**Night Initial**	**Night Add'l**
0-10 Miles	$0.0383	$0.0910	$0.0383	$0.0910	$0.0383	$0.0910
11-22 Miles	$0.0427	$0.0162	$0.0427	$0.0162	$0.0427	$0.0162
23+ Miles	$0.0472	$0.0207	$0.0472	$0.0207	$0.0472	$0.0207

Plan B (Message Rate)	
Up to 73 messages	$0.0000
74 + plus messages	$0.0830

SECTION 2 - SERVICES

2.4 OPTIONAL LOCAL EXCHANGE SERVICE ENHANCEMENT FEATURES

2.4.1 GENERAL

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

2.4.2 RATE SCHEDULE

Rates in this section are applied on a monthly basis unless otherwise specified:

Call Waiting	$6.00
Basic Caller ID	$7.00

2.5 DIRECTORY SERVICES

Private Listing (Non-Published Number)
Per month for each listing: $2.20