

This Global Crossing Local Services, Inc. Ohio Tariff No. 8

Replaces, cancels and supersedes in its entirety

Global Crossing Local Services, Inc., P.U.C.O. Tariff No. 3 (Facilities-Based Local Services)

RATES, TERMS AND CONDITIONS
RELATING TO THE PROVISION OF
LOCAL EXCHANGE SERVICES
IN THE STATE OF OHIO

This Tariff contains the descriptions, regulations and rates applicable to the provision of regulated facilities-based local exchange services provided by Global Crossing Local Services, Inc. with principal offices at 225 Kenneth Drive, Rochester, New York 14623 for services furnished within the State of Ohio. This tariff is on file with the Public Utility Commission of Ohio. Copies may be inspected during normal business hours at the Company's principal place of business.

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

Issued: May 10, 2010

Effective: June 10, 2011

Issued by:

Diane L. Peters, Director Regulatory Affairs
225 Kenneth Drive
Rochester, New York 14623

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	24	Original	*
2	Original	*	25	Original	*
3	Original	*	26	Original	*
4	Original	*	27	Original	*
5	Original	*	28	Original	*
6	Original	*	29	Original	*
7	Original	*	30	Original	*
8	Original	*	31	Original	*
9	Original	*	32	Original	*
10	Original	*	33	Original	*
11	Original	*	34	Original	*
12	Original	*	35	Original	*
13	Original	*	36	Original	*
14	Original	*	37	Original	*
15	Original	*	38	Original	*
16	Original	*	39	Original	*
17	Original	*	40	Original	*
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			

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TABLE OF CONTENTS

Title Page	1
Check Sheet	2
Table of Contents	3
Application of Tariff	4
Explanation of Symbols	5
Section 1 - Explanation of Terms	6
Section 2 - Regulations	11
Section 3 - Service Descriptions and Rates	33
Section 4 - Current Rates	40

APPLICATION OF TARIFF

This tariff filed by the Company describes the Regulated Local Terms, Conditions, Payments and Rates and Charges offered by the Company.

The Company's services described in this Tariff are available for purchase by any LEC certified by the Public Utilities Commission of Ohio at the terms, conditions and rates found in this Tariff. There are no prohibitions or limitations on the resale of services.

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

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EXPLANATION OF SYMBOLS

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

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

SECTION 1 - EXPLANATION OF TERMS

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

Agency: For 9-1-1 or E9-1-1 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

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.

Basic Local Exchange Service (BLES): A residential-end-user access to and usage of telephone-company-provided services over a single line or a small-business-end-user access to and usage of telephone-company-provided services over the primary access line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of services, that does both of the following:

- (a) Enables a customer to originate or receive voice communications within a local service area as that area exists on the effective date of the amendment of this section by S.B. 162 of the 128th general assembly;
- (b) Consists of all of the following services:
 - (i) Local dial tone service;
 - (ii) For residential end users, flat-rate telephone exchange service;
 - (iii) Touch tone dialing service;
 - (iv) Access to and usage of 9-1-1 services, where such services are available;
 - (v) Access to operator services and directory assistance;
 - (vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;
 - (vii) Per call, caller identification blocking services;
 - (viii) Access to telecommunications relay service; and
 - (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

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SECTION 1 - EXPLANATION OF TERMS, (Cont'd.)

Building: A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

Call Initiation: The point in time when the exchange network facility is 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.

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 a physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

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

Customer: A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

Demarcation Point: The physical dividing point between the Company's network and the customer.

Digital: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

SECTION 1 - EXPLANATION OF TERMS, (Cont'd.)

Emergency: A situation that appears to present immediate danger to person or property.

Emergency Service (Enhanced 9-1-1): Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary E9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E9-1-1 provider for display at the Public Safety Answering Point (PSAP).

E9-1-1 Service Area: The geographic area in which the government agency will respond to all E9-1-1 calls and dispatch appropriate emergency assistance.

E9-1-1 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 E9-1-1 service.

Error: A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

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.

Final Account: A customer's 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 Calling Area.

Ground Start: Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

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.

Investigative Or Law Enforcement Officer: An officer of the United States, a state or a political subdivision of the United States or a state, or a University of Ohio peace officer, which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

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SECTION 1 - EXPLANATION OF TERMS, (Cont'd.)

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

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

Local Call: A call which, if placed by a customer over the facilities of the Company, is not rated as a long distance 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 long distance charge. The Company's local calling area will encompass at least that established by the incumbent local exchange company.

Local Exchange Carrier: A company that furnishes exchange telephone service.

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 which extend from the serving central office to the originating and to the terminating point.

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.

Presubscription: An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and/or interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier.

Rate Center: Company-designated service locations from which service is rendered or rated.

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

SECTION 1 - EXPLANATION OF TERMS, (Cont'd.)

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

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

Serving Central Office: The central office from which local service is furnished.

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

T-1 System: A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls.

Telephone Call: A voice connection between two or more telephone stations through the public switched exchange system.

Termination Of Service: Discontinuance of both incoming and outgoing service.

Toll Blocking: Allows end users to block, with exceptions, direct-dialed long distance calls from their telephones. Incoming calls, third party calls and calling card calls (where billing system permits) are not affected.

Toll Call: Any call extending beyond the local calling area of the originating caller which is rated on a toll schedule by the Company.

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

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein.
- 2.1.2 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. Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers.
- 2.1.3 The Company will provide a toll-free number giving Customers access to service personnel during regular business hours.
- 2.1.4 The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

2.2 Terms and Conditions

- 2.2.1 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will be required to execute any other documents as may be reasonably requested by the Company.
- 2.2.2 Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.2.3 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
- 2.2.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

SECTION 2 - REGULATIONS, (Cont'd.)**2.2 Terms and Conditions, (Cont'd.)**

- 2.2.5** The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or 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 paragraph 2.2.6 below.
- 2.2.6** 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.
- 2.2.7** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.8** 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. Nothing in this provision shall be construed to be inconsistent with number portability requirements. 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.
- 2.2.9** In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.
- 2.2.10** Customer shall not connect any equipment to the Company's network or lines, except with at least ten (10) days prior written notice to the Company.

SECTION 2 - REGULATIONS, (Cont'd.)**2.3 Notification of Service Affecting Activities**

2.3.1 The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the 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 many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2 - REGULATIONS, (Cont'd.)**2.4 Provision of Equipment and Facilities**

- 2.4.1** The Company will make 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 any liability of the Company will be limited by Section 2.5 of this tariff.
- 2.4.2** The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.4.3** 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 the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.4.4** Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it. Customer shall not connect any equipment to the telecommunication system owned or managed by the Company except upon ten (10) days' prior written notice to the Company. Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

SECTION 2 - REGULATIONS, (Cont'd.)

2.4 Provision of Equipment and Facilities, (Cont'd.)

2.4.5 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:

- (A) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
- (B) the reception of signals by Customer provided equipment; or
- (C) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

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

SECTION 2 - REGULATIONS, (Cont'd.)**2.5 Liability of the Company**

- 2.5.1** 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, shall be limited to the extension of allowances for interruption as set forth 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 as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.5.2** The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of the Company facilities or commencement of service, shall not exceed \$1,000. 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 2.7.2, the Company's liability, if any, shall be limited as provided herein.
- 2.5.3** The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
- (A) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication; or
 - (B) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - (C) claims for loss of profit; or
 - (D) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

SECTION 2 - REGULATIONS, (Cont'd.)**2.5 Liability of the Company, (Cont'd.)**

- 2.5.4** The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commissions, preemption of existing services to restore services in compliance with Part 64 , Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's control.
- 2.5.5** 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, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. 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, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.4 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. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.
- 2.5.6** Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

SECTION 2 - REGULATIONS, (Cont'd.)**2.5 Liability of the Company, (Cont'd.)****2.5.7 With Respect to Emergency Number 9-1-1 Service**

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, interruptions, delays, errors or 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.

2.5.8 With Respect to Directory Listings

- (A) In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- (B) In the event a Customer's listing in the white pages directory is omitted or the phone number is listed incorrectly, the Company shall issue the Customer a credit for the equivalent of not less than three months local service charges. Such credit shall not apply in cases where the Customer has provided such listing information after the deadline for directory publication. The Customer shall be given the option of taking the credit or pursuing other remedies.
- (C) Credit limitation: The total amount of the credit provided for the preceding paragraphs (A) and (B) shall not exceed, on a monthly basis the total of the charges for each charge listing as specified in paragraph (ii), for the line or lines in question.
- (D) Definitions: As used in paragraphs (A), (B) and (C) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or a community different from the one provided to the Company.

SECTION 2 - REGULATIONS, (Cont'd.)

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

2.5.8 With Respect to Directory Listings, (Cont'd.)

- (E) Notice: Such allowances or credits as specified in paragraphs (A) and (B) above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

2.6 Directory Listings

- 2.6.1** The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 2.5.8 preceding.
- 2.6.2** When a Customer with a non-published telephone number, as defined herein, places a call to Emergency 9-1-1 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 9-1-1 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
- 2.6.3** In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of such telephone number, but will not be liable should such number be divulged.
- 2.6.4** The Company shall not be liable for any act or omission concerning the implementation of presubscription as defined herein.

SECTION 2 - REGULATIONS, (Cont'd.)

2.7 Interruptions in Service

An interruption is deemed to have occurred when a Company's facility or system is inoperative. If a Customer reports a facility, service or circuit to be inoperative, but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.7.1 Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

2.8 Ownership of Facilities

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

SECTION 2 - REGULATIONS, (Cont'd.)

2.9 Obligations of the Customer

2.9.1 The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer or the noncompliance by the Customer with these regulations, or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. 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 subrogated 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;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of the Company's facilities and associated equipment used to provide Local Exchange Services to the Customer from the cable building entrance of property line to the location of the equipment space described above. 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.

SECTION 2 - REGULATIONS, (Cont'd.)

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

2.9.1 The Customer shall be responsible for, (Cont'd.):

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (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 granting or obtaining permission for which the Customer is responsible under this section; and granting or obtaining permission for Company agents or employees installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.
- (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.

SECTION 2 - REGULATIONS, (Cont'd.)

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

2.9.2 Claims

- (A) With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:
- (1) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, 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
 - (2) 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 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 2 - REGULATIONS, (Cont'd.)**2.9 Obligations of the Customer, (Cont'd.)****2.9.3 Station Equipment**

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

SECTION 2 - REGULATIONS, (Cont'd.)

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

2.9.4 Interconnection of Facilities

- (A) 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 the equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.
- (B) Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers which are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

SECTION 2 - REGULATIONS, (Cont'd.)

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

2.9.5 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 2.10.2 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 the 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.

SECTION 2 - REGULATIONS, (Cont'd.)

2.10 Payment Arrangements

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Authorized Users. Objections must be received by the Company within a reasonable amount period of time after receipt of bill, or all the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges of the Company, in addition to its own internal costs, in connection with a service for which a Company nonrecurring charge is specified, those charges may be passed on to the customer.

2.10.1 Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

SECTION 2 - REGULATIONS, (Cont'd.)

2.10 Payment Arrangements, (Cont'd.)

2.10.2 Disputed Bills

- (A) The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- (B) The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- (C) The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.
- (D) If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Service Monitoring and Enforcement Department
Public Utility Commission of Ohio
180 East Broad Street, Tenth Floor
Columbus, Ohio 43215-3793
Toll Free Telephone: 800-686-7826
TTY Toll Free Telephone: 800-686-1570
From 8:00 AM to 5:30 PM (EST) weekdays or at www.PUCO.ohio.gov

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

Toll Free Telephone: 877-742-5622
From 8:00 AM to 5:00 PM (EST) weekdays or at www.pickocc.org

SECTION 2 - REGULATIONS, (Cont'd.)

2.11 Restoration of Service

2.11.1 When 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 re-established only upon the basis of an application for new service.

2.12 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

2.13 Notices and Communications

2.13.1 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.

2.13.2 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 an address on the bill for service to which the Customer shall mail payment for that bill.

2.13.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the 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.

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

SECTION 2 - REGULATIONS, (Cont'd.)

2.14 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customers in writing and on a non-discriminatory basis and filed with the Commission for approval.

2.15 Customer Service

Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

SECTION 2 - REGULATIONS, (Cont'd.)**2.16 Emergency Telephone Number Service (9-1-1)**

Allows customers to reach appropriate emergency services including police, fire and hospital. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary E9-1-1 provider so that it reaches the correct emergency answering location. In addition, the Customer's address and telephone information will be provided to the primary E9-1-1 provider for display at the Public Safety Answering Point (PSAP).

The regulations in this section apply to both "Basic 9-1-1" and "Enhanced 9-1-1" service, hereinafter referred to as 9-1-1 service, in addition to regulations as specified in this tariff.

Information contained in the PSAP's data base management system will be maintained for 9-1-1 service and will be used exclusively for this purpose.

9-1-1 Service information consisting of the name, address and telephone number of customers who subscribe to non-published telephone service is confidential and the PSAP agency agrees to use such information only for the purpose of responding to emergency 9-1-1 service calls. No liability for damages arising from disclosure of a non-published telephone number shall attach to the Company.

Any party residing within the 9-1-1 service serving areas forfeits the privacy afforded by non-published telephone numbers to the extent that the Customer's name, telephone number and address associated with the originating station location are furnished to the PSAP.

Because the Company's serving boundaries and political subdivision boundaries may not coincide, the PSAP must make arrangements to handle all calls received on its 9-1-1 service lines that originate from all telephones served by the central office within the 9-1-1 service area, whether or not the calling telephone is situated within the geographical boundaries of the county's public safety jurisdiction.

SECTION 2 - REGULATIONS, (Cont'd.)**2.16 Emergency Telephone Number Service (9-1-1), (Cont'd.)****2.16.1 Conditions of Furnishing Service**

Provision of this service is limited to the use of central office number 9-1-1 as the universal emergency number and once 9-1-1 service has been established in any given area, whether consisting of one or of a combination or more than one participating local government authority, no other 9-1-1 service will be provided within such area.

The 9-1-1 emergency number is not intended to replace the telephone service of the various public safety agencies which may participate in the use of this number.

9-1-1 service is provided solely for the benefit of the local governmental unit; the provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any Company obligation toward, or any of action on behalf of, any third person or other legal entity.

The Company and its officers, directors, employees and agents are not liable in damages in civil action for injuries, death, or loss to persons or property incurred by any person resulting from the Company, its officers, directors, employees, or agents participating in acts or omissions in connection with such participation in a 9-1-1 system.

2.16.2 Features

Automatic Location Identification (ALI) - The Company will supply the data necessary for the PSAP to determine a calling party's ALI.

Automatic Number Identification (ANI) - A feature by which the calling party's telephone number is forwarded to the E9-1-1 control office and to the PSAP's display and transfer units. 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 mail location.

2.16.3 Rates and Charges

9-1-1 Service is provided to Customers who subscribe to the Company's local digital service. The range for this rate is below.

Maximum
\$0.30

SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

3.1.1 Global Crossing Local Services, Inc.'s local service provides Customer with a connection to the Company's facilities that enable the Customer to:

- (A) receive calls from other stations on the public switched telephone network;
- (B) place calls to other stations on the public switched telephone network;
- (C) access the Company's operators and business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 9-1-1 services for emergency calling; access Telephone Relay Service; and
- (D) access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and/or intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (10XXX).

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (Cont'd.)
3.2 Serving Area

3.2.1 Global Crossing Local Services, Inc. will provide service in all or portions of the following counties:

Butler	Franklin	Preble
Brown	Geauga	Stark
Carroll	Hamilton	Summit
Clark	Lake	Tuscarawas
Clermont	Licking	Union
Columbiana	Madison	Warren
Cuyahoga	Mahoning	Wayne
Delaware	Pickaway	
Fairfield	Portage	

3.2.2 Service is provided in the following exchanges:

Akron	Groveport	Navarre
Alliance	Hamilton	New Albany
Alton	Harrisburg	Newtownsville
Atwater	Harrison	North Canton
Bedford	Hartville	North Royalton
Berea	Hillcrest	Olmsted Falls
Bethany	Hilliard	Painesville
Bethel	Independence	Ravenna
Brecksville	Kent	Reily
Canal Fulton	Kirtland	Reynoldsberg
Canal Winchester	Lancaster	Rootstown
Canton	Leroy	Sebring
Carroll	Little Miami	Seven Mile
Chagrin Falls	Lockbourne	Shandon
Chesterland	London	Strongsville
Cincinnati	Louisville	Terrace
Clermont	Magnolia-Waynesburg	Trinity
Cleveland	Manchester	Uniontown
Columbus	Mantua	Victory
Dalton	Marlboro	West Jefferson
Dublin	Massillon	Wickliffe
Gahanna	Mentor	Williamsburg
Gates Mills	Mogadore	Willoughby
Greensburg	Montrose	Worthington
Grove City		

This tariff is only effective in those areas where the Company has an approved interconnection agreement with the incumbent local exchange carrier in that area.

 Issued: May 10, 2010

Effective: June 10, 2011

Issued by:

 Diane L. Peters, Director Regulatory Affairs
 225 Kenneth Drive
 Rochester, New York 14623

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (Cont'd.)

3.2 Serving Area, (Cont'd.)

3.2.3 Calling Areas

(A) Cleveland serving area

Following is the list of exchanges from which the Company originates service in the Cleveland metro area:

Bedford, Berea, Brecksville, Chagrin Falls, Chesterland, Cleveland, Gates Mills, Hillcrest, Independence, Kirtland, Leroy, Mentor, Montrose, North Royalton, Olmsted Falls, Painesville, Strongsville, Terrace, Victory, Wickliffe and Willoughby.

Customers in the above originating exchanges may call any of the following exchanges without incurring a charge:

Amherst, Ashtabula, Aurora, Austinburg, Avon, Avon Lake, Bainbridge, Bedford, Berea, Birmingham, Brecksville, Burton, Chagrin Falls, Chardon, Chesterland, Cleveland, Cole Brook, Columbia Station, Conneaut, Dorset, East Claridon, Elyria, Gates Mills, Geneva, Grafton, Hillcrest, Hinckley, Huntsburg, Independence, Kingsville, Kirtland, Leroy, Lorain, Madison, Mentor, Mesopotamia, Middlefield, Montrose, Montville, Newbury, North Bloomfield, North Eaton, North Royalton, Northfield, Oberlin, Olmsted Falls, Orwell, Painesville, Parkman, Perry, Pierpont, Richfield, Rock Creek, Russell, Strongsville, Terrace, Thompson, Trinity, Trumbull, Twinsburg, Vermilion, Victory, Wakeman, Wellington, Wickliffe, Willoughby and Windsor.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (Cont'd.)

3.2 Serving Area, (Cont'd.)

3.2.3 Calling Areas, (Cont'd.)

(B) Columbus serving area

Following is the list of exchanges from which the Company originates service in the Columbus metro area:

Alton, Carroll, Canal Winchester, Columbus, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lancaster, Lockbourne, London, New Albany, Reynoldsberg, Westerville, West Jefferson, Worthington.

Customers in the above originating exchanges may call any of the following exchanges without incurring a charge:

Alton, Ashville, Canal Winchester, Carroll, Circleville, Columbus, Delaware, Dublin, Gahanna, Groveport, Grove City, Harrisburg, Hilliard, Kilbourne, Lancaster, Lockbourne, London, New Albany, Pataskala, Plain City, Rathbone, Resaca, Reynoldsberg, Sunbury, West Jefferson, Westerville, Worthington.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (Cont'd.)

3.2 Serving Area, (Cont'd.)

3.2.3 Calling Areas, (Cont'd.)

(C) Akron serving area

Following is the list of exchanges from which the Company originates service in the Akron metro area:

Akron, Alliance, Atwater, Canal Fulton, Canton, Dalton, Greensburg, Hartville, Kent, Louisville, Magnolia-Waynesburg, Manchester, Mantua, Marlboro, Massilon, Mogadore, Navarre, North Canton, Ravenna, Rootstown, Sebring, Uniontown.

Customers in the above originating exchanges may call any of the following exchanges without incurring a charge:

Akron, Alliance, Atwater, Beach City, Bolivar, Brewster, Canal Fulton, Canton, Dalton, Dellroy, Doylestown, Greensburg, Hartville, Hudson, Kent, Louisville, Magnolia-Waynesburg, Malvern, Manchester, Mantua, Marlboro, Massilon, Mineral City, Minerva, Mogadore, Montrose, Navarre, North Canton, Paris, Peninsula, Ravenna, Richfield, Rootstown, Sebring, Sharon Center, Uniontown, Wadsworth.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (Cont'd.)

3.2 Serving Area, (Cont'd.)

3.2.3 Calling Areas, (Cont'd.)

(D) Cincinnati serving area

Following is the list of exchanges from which the Company originates service in the Cincinnati metro area:

Bethany, Bethel, Cincinnati, Clermont, Hamilton, Harrison, Little Miami, Newtonsville, Reily, Seven Mile, Shandon, Williamsburg.

The above exchanges also constitute the local calling area for Cincinnati customers.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (Cont'd.)

3.3 Directory Listings

3.3.1 Description

Directory listings will be provided in accordance with Section 2.6 of this tariff. The following types of listings are available:

Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;

SECTION 4 - CURRENT RATES

4.1 E 9-1-1 Charge

The Company collects and remits municipal and county 911 surcharges. Surcharges vary by municipality and county.