

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO CARRIER-TO-CARRIER SERVICES

FURNISHED BY

HORIZON SERVICES, INC.

THROUGHOUT THE STATE OF OHIO

This tariff contains the descriptions, regulations, and rates applicable to the provision of access services provided by Horizon Services, Inc. ("Company" or "the Company"), for services furnished within the State of Ohio.

This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business at 68 East Main Street, Chillicothe, Ohio 45601.

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Issued by: Mr. Pete Holland, Chief Financial Officer
Horizon Services, Inc.
PO Box 480
Chillicothe, Ohio 45601

Check Sheet

Original pages 1 to 61 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below¹ contain all changes from the original tariff that are in effect on the date hereof.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
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¹ *New or revised page

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TARIFF INFORMATION AND USE

General

- This tariff contains rates and regulations applicable to Access Services.

Tariff Page Format

- Page Numbering. Page numbers are located in the upper right corner of each tariff page. Pages are numbered sequentially. When a new page must be added between existing pages, a decimal and number is added to the previous page number, to sequentially number the new page. For example a new page between existing pages 20 and 21 would be numbered 20.1. A new page added between pages 18.1 and 18.2 would be numbered 18.1.1.
- Page Revision Numbering. Page Revision Numbers are located in the upper right-hand corner of each tariff page. This number is the most recent page revision on file with the P.U.C.O. Due to Notice Periods, and changed Effective Dates, the most recent page on file with the P.U.C.O. may not be in effect. Consult the Effective Date on a specific page and Tariff Supplements to determine if that page is in effect (see Tariff Supplements following).
- Issue Date. The Issue Date in the lower left corner of each tariff page is the date that page was filed with the P.U.C.O.
- Effective Date. The Effective Date in the lower right-hand corner is the date the page is scheduled to go into effect (at 12:01 a.m. on that date). This date may be changed by either reissuing the page, or by issuing a tariff supplement to change the effective date without reissuing the page. A Tariff Supplement is usually used when many tariff pages are involved to avoid the necessity to reprint and reissue many pages solely to change the effective date.

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TARIFF INFORMATION AND USE (CONT'D)

GENERAL (CONT'D)

Tariff Section Numbering

- An alphanumeric numbering plan is used to number tariff regulations and rates. Each level is subordinate to and dependent on its next higher level. An example of the numbering sequence follows:

6.
6.2
6.2.1
6.2.1(B)
6.2.1(B)(2)
6.2.1(B)(2)(a)

Tariff Revision Coding

- Revisions to this tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

C – to signify changed regulation.
D – to signify discontinued rate or regulation.
I – to signify increase to a rate or charge.
M – to signify matter relocated without change.
N – to signify new rate or regulation.
R – to signify reduction to a rate or charge.
T – to signify a change in text but no change in rate or regulation.

- Other marginal codes are used to direct the reader to a footnote for specific information. Codes used for this purpose are lower case letters of the alphabet, e.g., x, y, and z. These codes may appear beside the page revision number or in the right margin opposite specific text.

Tariff Supplements

- A Supplement may be filed with the P.U.C.O to change the effective date of tariff pages or tariff material without reissuing or re-filing the affected tariff pages.
- A Supplement will briefly describe the action taken (e.g., suspension, deferral, effective date change, etc.) as well as indicate what tariff material, sections or pages are affected.
- The Supplements in effect are listed by number on the first Check Sheet, in the text at the top of that Check Sheet. When a Supplement is no longer needed, it will be deleted from the Check Sheet.
- It is recommended that Supplements be placed in the front of the tariff, preceding the Title Page.

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TARIFF INFORMATION AND USE (CONT'D)

GENERAL (CONT'D)

Check Sheets

- When new or revised tariff pages are filed with the P.U.C.O, revised and updated Check Sheets are also filed with the P.U.C.O.
- The Check Sheets list all pages in the tariff as well as the most recent revision number of each page. When pages are changed, or added, the Check Sheets are changed to reflect the change or addition. An asterisk (*) is placed next to revised or added pages to highlight the pages changed.
- The Check Sheets list the most recent page revision filed with the P.U.C.O. It does not indicate that the latest revision is effective. The effective date on the page itself and Tariff Supplements must be examined to determine page effectiveness.

EXPLANATION OF ABBREVIATIONS

ac	- alternating current
ALEC	- Alternative Local Exchange Carrier
AML	- Actual Measured Loss
ANI	- Automatic Number Identification
AP	- Program Audio
ASR	- Access Service Request
CABS	- Carrier Access Billing System
CLEC	- Competitive Local Exchange Carrier
CNCC	- Customer Network Control Center
COCTX	- Central Office Centrex
CSACC	- Customer Service Administration Control Center
Ctx	- Centrex
DA	- Digital Data Access
db	- decibel
dc	- direct current
DTMF	- Dual Tone Multi-frequency
EMI	- Exchange Message Interface
EML	- Expected Measured Loss
ESS	- Electric Switching System
ESSX	- Electro0nic Switching System Exchange
F	- frequency
FCC	- Federal Communications Commission
FX	- Foreign Exchange
HC	- High Capacity
Hz	- Hertz
IC	- Interexchange Carrier
ICB	- Individual Case Basis
IJP	- Interstate Jurisdictional Percentage
IXC	- Interexchange Carrier

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EXPLANATION OF ABBREVIATIONS (Cont'd)

kbps	- kilobits per second
kHz	- kilohertz
LATA	- Local Access and Transport Area
LDMTS	- Long Distance Message Telecommunications Service(s)
LEC	- Local Exchange Carrier
LRN	- Local Routing Number
Ma	- mill amperes
Mbps	- Megabits per second
MHz	- Megahertz
MOU	- Minutes of Use
MRC	- Monthly Recurring Charge
MTA	- Major Trading Area
NASC	- Number Administration Service Center
NB	- Narrowband
NPA	- Numbering Plan Area
NRC	- Nonrecurring Charge
NTS	- Non-Traffic Sensitive
NXX	- Three Digit Central Office Code
PBX	- Private Branch Exchange
PCM	- Pulse Code Modulation
PIU	- Percent Interstate Usage
PLR	- Private Line Ringdown
POT	- Point of Termination
PSP	- Pay Telephone Service Provider
rms	- root-mean-square
RSM	- Remote Switching Modules
RSS	- Remote Switching Systems
SECAB	- Small Exchange Carrier Access Billing System
SMS	- Service Management System
SSN	- Switched Service Network
STP	- Signaling Transfer Point
SWC	- Serving Wire Center
TES	- Telephone Exchange Service(s)
TLP	- Transmission Level Point
TSPS	- Traffic Service Position System
TV	- Television
USOC	- Uniform Service Order Code
VG	- Voice Grade
V & H	- Vertical & Horizontal
WATS	- Wide Area Telecommunications Service(s)

REFERENCE TO OTHER TARIFFS

Whenever reference is made in this Tariff to other tariffs of The Company, the reference is to the tariffs in force as of the effective date of this Tariff, and to amendments thereto and successive issues thereof.

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SECTION 1. DEFINITIONS AND ABBREVIATIONS

Access – A connection between a Customer Premises and a Point of Presence of an interexchange carrier for the transmission of voice, data or video/image information.

Access Line - An arrangement that connects the Customer's local exchange line to a Company designated Switching Center or Point of Presence.

Access Minutes - The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

Access Service Request (ASR) - The service order form used by access service Customers and the Company for the process of establishing, moving or rearranging access services provided by the Company.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Offices and the Customer's Premises or Point of Presence.

Account – Either a Customer's physical location or individual Service represented by a unique account number within the billing system. Multiple services each with a unique account number may be part of one physical location.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or customer's terminal equipment as an indication that the called party has answered or disconnected.

Application for Service – The Company's order process that includes technical, billing and other descriptive information provided by Customer that allows the Company to provide requested communications Services for Customer. Upon acceptance by the Company, the Application for Service becomes a binding contract between Customer and the Company for the provision and acceptance of Service.

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

Bit - The smallest unit of information in a binary system of notation.

Bps - Bits per second. The number of bits transmitted in a one second interval.

Business Hours – The phrase "Business Hours" generally means the time beginning at 8:00 a.m. and ending at 5:00 p.m. local time at the place of Company operation, Monday through Friday excluding holidays.

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SECTION 1. DEFINITIONS AND ABBREVIATIONS (CONT'D)

Call - A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Serving Wire Center, End Office or Access Tandem Switch.

Central Office - The premises of the Company or another local exchange carrier containing one or more switches where End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities.

Channel - A communications path between two or more points.

CIC - An interexchange carrier identification code.

CMRS - Commercial Mobile Radio Services

Commission - Refers to the Public Utilities Commission of Ohio.

Company - Used throughout this tariff to indicate Horizon Services, Inc.

Competitive Local Exchange Carrier - ("CLEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Constructive Order - Delivery of calls to or acceptance of calls from the Customer's End Users over Company switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

Customer - Any person, firm, partnership, corporation or other entity that uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the Customer is an interexchange carrier utilizing the Company's Switched Access services described in this tariff to reach its End User customer(s).

Customer Premises - The premises specified by the Customer for termination of access services. Typically an interexchange carrier's Point of Presence.

Dedicated Access- Dedicated Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment.

Dual Tone Multi-frequency (DTMF) - Tone signaling, also known as touch tone signaling.

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SECTION 1. DEFINITIONS AND ABBREVIATIONS (CONT'D)

End Office - The Central Office from which the End User's Premises would normally obtain local exchange service and dial tone from the Company or other local exchange carrier.

End Office Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the End User is connected via station loops or trunks to an End Office Switch.

End User - The customer of an interexchange carrier or other carrier who in turn utilizes the Company's Switched or Dedicated Access services described in this tariff to obtain access to the IC's communication and switching systems.

End User Premises - The premises specified by the Customer or End User for termination of access services at the End User's physical location.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such End Offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier. A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

Exchange - A geographic area established by ILECs and approved by the Commission. A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Exchange Message Interface ("EMI") - The industry standard format used for exchange of telecommunications message information among carriers.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to the Company Services.

FCC - Federal Communications Commission.

Gbps - Gigabits per second; billions of bits per second.

Holiday - The term "holiday" means 8:00 a.m. to, but not including 11:00 p.m. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

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SECTION 1. DEFINITIONS AND ABBREVIATIONS (CONT'D)

Individual Case Basis or ICB - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case.

InterMTA Traffic -- InterMTA traffic refers to wireless-to-wire line traffic that originates and terminates in two different MTAs.

Interstate - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points located in different states within the United States or between one or more points in the United States and at least one international location.

IntraMTA Traffic -- IntraMTA traffic refers wireless-to-wire line traffic that originates and terminates within the same MTA.

Intrastate - For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the same state.

Interexchange Carrier (IXC or IC) - A long distance telecommunications services provider that furnishes services between exchange areas.

Kbps - Kilobits per second; 1000s of bits per second.

LATA - Local Access and Transport Area. A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

Local Access Facility -- The channel provided by the LEC (or other local service provided) to connect the Point-of-Presence to a Customer location.

Local Exchange Company (LEC) -- A company that furnishes local exchange telephone services.

Mbps - Megabits per second; millions of bits per second.

Message - See Call.

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SECTION 1. DEFINITIONS AND ABBREVIATIONS (CONT'D)

MTA -- Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.

N/A - Not Applicable.

Night/Weekend – The words “night/weekend” mean 11:00 p.m. to, but not including, 8:00 a.m. local time in the originating city, all day on Saturday, and all day Sunday except from 5:00 p.m. to, but not including, 11:00 p.m.

Non-business Hours – The phrase “non-business hours” means the time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and on holidays.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish a service or feature.

NPA - Numbering Plan Area or area code.

Off-Hook - The active condition of Switched Access service or a telephone exchange line.

On-Hook - The idle condition of Switched Access service or a telephone exchange line.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User's Premises to a Customer's Point of Presence.

PIC Authorization - A Customer's or End User's selection of a PIC that meets the requirements of federal and state law.

PIC - Primary Interexchange Carrier.

Point of Presence or POP - The physical location associated with an interexchange carrier's communication and switching systems.

Point of Termination - The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

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SECTION 1. DEFINITIONS AND ABBREVIATIONS (CONT'D)

Query - The inquiry to a Company database to obtain information, processing instructions or service data.

Recurring Charge - The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

Remote Switching Modules or Remote Switching Systems (RSM/RSS) - Small remotely controlled electronic End Office Switching equipment which obtains its call processing capability from a Host Office. An RSM/RSS cannot accommodate direct trunks to a Customer.

Services – The Company's common carrier communications services provided under this Tariff.

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 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 - A written request for network services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order for services offered under this tariff.

Serving Wire Center Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the Customer is connected via station loops or trunks to a Serving Wire Center Switch.

Station - Refers to telephone equipment or an exchange access line from or to which calls are placed.

Switch – The term "switch" denotes an electronic device that is used to provide circuit sharing, routine and control.

Switched Access - Where originating or terminating access between an end user and an interexchange carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using services of the local switched network.

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SECTION 1. DEFINITIONS AND ABBREVIATIONS (CONT'D)

Tandem Switch - See Access Tandem.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer designated premises.

Terminating Direction - The use of Switched Access Service for the completion of calls from a Customer's Point of Presence to an End User Premises.

Timely Payment - A payment on a Customer's account made on or before the due date.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group - A set of trunks, which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.
- 2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.

2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 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.
- 2.2.3 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.3 Limitations

- 2.3.1 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment 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.
- 2.3.3 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.4 The Company may block any signals being transmitted over its network by Customers that cause interference to the Company or other users. Customer shall not be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.5 The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.7 No Company services specified herein shall be provided until after the Company has completed, to its satisfaction, testing of such services and of Company systems, processes and procedures.

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Horizon Services, Inc.
PO Box 480
Chillicothe, Ohio 45601

SECTION 2. RULES AND REGULATIONS (CONT'D)

2.4 Assignment and Transfer

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 to a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company. These transactions must be submitted for approval by the Commission.

2.5 Application or Service

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

2.6 Ownership of Facilities

2.6.1 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.

2.6.2 Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

2.7 Liability of the Company

2.7.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.7 Liability of the Company (Cont'd)

- 2.7.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.
- 2.7.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.
- 2.7.6 No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.7 Liability of the Company (Cont'd)

2.7.9 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.

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

2.8 Liability of the Customer

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

2.8.2 To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.8 Liability of the Customer (Cont'd)

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

2.8.4 The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provided to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

2.9 Obligations of the Customer

2.9.1 The Customer is responsible for making proper application for service; for placing any necessary orders; for complying with tariff regulations; and for payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

(A) 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 non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.9 Obligations of the Customer (Cont'd)

2.9.1 (Cont'd)

- (B) Providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit 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.
- (C) obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1.B. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- (D) 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.
- (E) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.9.1.C.; 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.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.9 Obligations of the Customer (Cont'd)

2.9.1 (Cont'd)

- (F) Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.
- (G) Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes.
- (H) Taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein.
- (I) Ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

2.9.2 With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

(A) Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

(B) Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.9 Obligations of the Customer (Cont'd)

2.9.2 Cont'd

(C) Jurisdictional Reports

(1) Report Requirements for Access Services

All charges (i.e. monthly rates, usage rates, and nonrecurring charges) are prorated between interstate and intrastate based on industry practices as set forth in this section.

(2) Procedure for Determining Call Jurisdiction

For traffic originated by the Customer and terminated by the Company, the Company shall compare the terminating NPA-NXX of the Company's local service customer to the Local Routing Number ("LRN") field of the EMI access records, where such LRN field is properly populated. Where such LRN field is not properly populated, and for all other traffic, the Company shall compare its local service customer's NPA-NXX to the originating Automatic Number Identification ("ANI") or to the calling NPANXX, except that the Company shall use the Percent Interstate Use ("PIU") when the originating ANI is not available or when the jurisdiction of the call cannot otherwise be determined.

(D) Jurisdictional Definitions

Interstate – A call is an interstate communication if the NPA NXX of the Company local service customer placing or receiving the call is not within the same state as the called or calling party respectively. Intrastate – A call is an intrastate communication if the NPA-NXX of the Company local service customer placing or receiving the call is within the same state as the called or calling party respectively.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.9 Obligations of the Customer (Cont'd)

2.9.2 (Cont'd)

(E) Jurisdictional Percentages and Determination of Access Charges

Switched access charges shall be prorated based on the call jurisdiction determined through the procedure set forth in 2.9.2. (C)(2), above. When a PIU must be used, it shall be expressed as a whole number between 0 and 100. The sum of the PIU and the intrastate jurisdictional percentage (IJP) must equal 100%. The IJP is determined by subtracting the PIU from 100. When a PIU must be used, the PIU factor and IJP factor serve as the basis for development of interstate and intrastate charges to the Customer pursuant to the procedure identified in 2.9.2.(C)(2), above. When a PIU must be used, the quantity of service is multiplied by the PIU and IJP factors and by the applicable tariff rate to develop the charge. Separate PIU factors, when PIU factors are applicable pursuant to 2.9.2.C.(2) above, are required for originating or terminating usage.

(F) Intrastate IJP

(1) Company-Developed IJP

Where the Company can, pursuant to 2.9.2.C.(2), above, adequately determine the jurisdiction of an originating or terminating call from the call detail, the Company will bill according to the jurisdiction of the call as determined from that call detail.

(2) Customer-Provided IJP

Where the Company does not possess the capability to adequately determine the jurisdiction of a switched access service, the Company will determine the IJP for the service by subtracting the customer-provided PIU from 100.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.9 Obligations of the Customer (Cont'd)

2.9.2 (Cont'd)

(G) Quarterly Update Requirements

The customer is required to provide updates to the PIU reports. Upon receipt by the Company, the revised report will serve as the basis for future billing pursuant to 2.9.2.C.(2), above, and will be effective on the next bill date for that service. No prorating or back billing will be done based on the report. The revised report will be used by the Company to apportion usage rates pursuant to 2.9.2.C.(2), above.

- (1) Effective on the first of January, April, July, and October of each year, the customer will update the PIU reports. The customer will forward to the Company, to be received no later than fifteen (15) business days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, for each service arranged for interstate use. The revised report will serve as the basis for the next three months billing pursuant to 2.9.2.C.(2), above.
- (2) When the customer does not provide a quarterly update report, the Company will assume the percentages to be the same as those provided in the last quarterly update report received by the Company.

(H) Audit of Jurisdictional Accuracy

If the Company disputes the reasonableness of the PIU provided by the customer as set forth in 2.9.2.G., preceding, or the reported PIU varies by more than five percentage points over the preceding PIU, the Company may ask the customer to provide the data used by the customer to determine the projected interstate percentage. The customer shall retain, for a minimum of one year, accurate call detail records from which the percentage of interstate and intrastate use can be derived, and shall make such records available for inspection as reasonably necessary for PIU verification. Such records shall be made available for inspection and audit within fifteen (15) days of the Company's request for verification.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.9 Obligations of the Customer (Cont'd)

2.9.2 (Cont'd)

(H) Audit of Jurisdictional Accuracy (Cont'd)

The Company shall limit audits to no more than one per year, except where additional audits may be required to verify allocation changes that represent a five percent shift from the customer's most recent reported figures, and such change is not the result of seasonal shifts or other identifiable reasons. The customer may request that verification audits be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the customer.

In the event that the customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the customer's PIU, the Company will bill the usage for all the contested periods using the PIU reported by the customer for the previous period pursuant to 2.9.2.G., above. This PIU will remain in effect until the customer provides the call detail records from which the percentage of interstate and intrastate use can be derived. No prorating or back billing will be done based on the newly derived factor.

2.10 Billing and Payment For Service

2.10.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (A) any delegation of authority resulting in the use of Customer's communications equipment and/or network services that result in the placement of calls via the Company;
- (B) any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- (C) any calls placed by or through the Customer's equipment via any remote access feature(s);

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.10 Billing and Payment For Service (Cont'd)

2.10.2 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff.

2.10.3 Payment for Service

- (A) All charges due from the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- (B) Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any nonrecurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- (C) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill.
- (D) When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Charges shall be due and payable as specified on the bill.
- (E) Customer billing will begin on the service commencement date, which is the day the Company determines in its reasonable sole discretion that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (F) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 (thirty) days.
- (G) Amounts not paid within 30 (thirty) days after the mailing date of invoice will be considered past due.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.10 Billing and Payment For Service (Cont'd)

2.10.4 Disputed Charges

- (A) In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
- (B) If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- (C) If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- (D) If the dispute is resolved in favor of the Customer and has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- (E) If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- (F) The Customer shall notify the Company of any disputed items on an invoice within ninety (90) days of receipt of the invoice.

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 and procedures. The address of the Commission is as follows:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793
Telephone: (614) 466-3292
Toll Free: 1-800-686-7826

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.10 Billing and Payment For Service (Cont'd)

2.10.5 Late Payment Fees

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the payment due date falls on a Saturday, Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

2.10.6 Returned Check Charge

A service charge equal to \$30.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.11 Deposits and Advance Payments

2.11.1 General

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures prior to initiating service to the Customer. Where, as a result of such a validation, the Customer's creditworthiness is found to be unacceptable to the Company, the Company may refuse to initiate service to the Customer or may require a deposit or advance payment prior to initiating service.

2.11.2 Deposits

(A) The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.11 Deposits and Advance Payments (Cont'd)

2.11.2 Deposits (Cont'd)

No such deposit will be required of a Customer that has established satisfactory credit and has no history of late payments to the Company.

- (B) The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- (C) The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- (D) The Company will pay interest at the rate permitted by applicable law.

2.12 Cancellation by Customer

2.12.1 General

- (A) Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- (B) Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

2.12.2 Cancellation of Application for Service

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

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.12 Cancellation by Customer (Cont'd)

2.12.2 Cancellation of Application for Service (Cont'd)

- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The charges described above will be calculated and applied on a case-by-case basis.

2.13 Cancellation by Company

- 2.13.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.13 Cancellation by Company, (Cont'd.)

2.13.2 The Company may refuse or discontinue service to a Customer without notice under the following conditions:

- (A) For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- (B) For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- (C) In the event of a national or local emergency in which the Company has reason to believe that its services may be used for causing terrorist acts or harm to citizens.
- (D) In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- (E) Tampering with the equipment or services of the Company or its agents.
- (F) In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.13 Cancellation by Company, (Cont'd.)

2.13.2 (Cont'd)

- (G) If any of the facilities, appliances, or apparatus on Customer's premises are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

2.13.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- (A) For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- (B) For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- (C) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- (D) For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days' notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- (E) For use of telephone service for any property or purpose other than that described in the application.
- (F) For Customer's breach of any contract for service between the Company and the Customer.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.13 Cancellation by Company, (Cont'd.)

2.13.3 (Cont'd)

(G) For periods of inactivity in excess of sixty (60) days.

2.14 Restoration of Service

2.14.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnected for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.

2.14.2 A restoration fee of \$25.00, or the actual costs incurred by the Company, applies to Customers whose service is restored following disconnection by the Company.

2.14.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in 47 C.F.R., Chapter I, Part 64, , Appendix A, which specify the priority system for such activities.

2.15 Provision of Company Equipment and Facilities

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

2.15.2 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer except following required notice procedures.

2.15.3 Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.15 Provision of Company Equipment and Facilities (Cont'd)

2.15.4 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 under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (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.

2.16 Interconnection

2.16.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other Participating carriers shall be provided at the Customer's expense.

2.16.2 Connection of the Customer with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.16 Interconnection (Cont'd)

2.16.3 The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.

2.16.4 If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

2.17 Customer-Provided Equipment

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

2.17.2 Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.

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

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.17 Customer-Provided Equipment (Cont'd)

Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

2.17.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.17 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company-owned facilities and equipment.

2.17.5 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 may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.

2.17.6 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

2.18 Inspection, Testing and Adjustments

2.18.1 The Company may conduct tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from any of these terms and conditions.

2.18.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.18 Inspection, Testing and Adjustments (Cont'd)

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

2.19 Allowances for Interruptions in Service

2.19.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.20.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premises for test and repair by the Company, or continues to make voluntary use of the service, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.19 Allowances for Interruptions in Service

2.19.1 General (Cont'd)

of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.19.2 Limitations of Allowances

- (A) No credit allowance will be made for any interruption in service:
- (1) due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
 - (2) due to the failure of power, equipment, systems, connections or services not provided by the Company;
 - (3) due to circumstances or causes beyond the reasonable control of the Company;
 - (4) during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
 - (5) 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;
 - (6) when the Customer is known to have planned or participated in terrorism or in acts that may cause harm to citizens;
 - (7) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
 - (8) that was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.19 Allowances for Interruptions in Service (Cont'd)

2.19.3 Use of Another Means of Communications

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

2.19.4 Application of Credits for Interruptions in Service

- (A) Except as provided in Section 2.20.2 A., if a Customer's service is interrupted, and it remains interrupted for eight (8) normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- (B) The amount of adjustment or refund shall be determined on the basis of the known period of interruption; generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- (C) For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:
$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)
B = total monthly recurring charge for affected service.
- (D) No credits will be provided for usage sensitive services.

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SECTION 2. RULES AND REGULATIONS (CONT'D)

2.20 Notices and Communications

- 2.20.1 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.
- 2.20.2 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 a separate address on bills for service to which the Customer shall mail payment on that bill.
- 2.20.3 Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.20.4 Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.20.5 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 second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.20.6 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.21 Mixed Interstate and Intrastate Switched Access Services

- 2.21.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features changes shall be determined through the procedure set forth in 2.9.2, above.

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SECTION 3. SWITCHED ACCESS SERVICE

3.1 General

- 3.1.1 Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and trunk-facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises in the LATA where it is provided.
- 3.1.2 When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3 In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

3.2 Manner of Provision

- 3.2.1 Switched Access is furnished for originating and terminating calls by the Customer to its End User.
- 3.2.2 Switched Access is furnished on a per-line or per trunk basis.
- 3.2.3 Originating traffic represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for Switched Access, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.
- 3.2.4 Switched Access is provisioned, at minimum, at the DS-1 level and provides line-side or trunk-side access to End Office switches for the Customer's use in originating and terminating traffic. Basic Switched Access service will be provided with Multi-Frequency In Band Signaling (and SS7 where available).
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SECTION 3. SWITCHED ACCESS SERVICE (CONT'D)

3.2 Manner of Provision (Cont'd)

3.2.5 Two types of Switched Access are available:

- (A) **Tandem Connect Access:** This option applies when the customer has no direct facilities to the End Office. Traffic is routed to and from the End Office via the Access Tandem. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
- (B) **Direct Connect Access:** This option applies when the Company or another service provider provides dedicated facilities between the customer's premises and the End Office. This transmission path is dedicated to the use of a single Customer. The Customer is responsible for providing such facilities itself or for negotiating such arrangements with possible suppliers. To the extent that the Company is able to provide such arrangements, the dedicated portion of Direct Connect Access would be provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 5 of this tariff.

3.3 Rate Categories

3.3.1 General

The following rate categories apply to Switched Access Service:

- (1) Tandem Connect Access
- (2) Direct Connect Access
- (3) End Office Services

3.3.2 Tandem Connect Access

This rate category establishes the charges related to the transmission and Feature Group switching facilities between the Customer's tandem provider and the Company's End Office Switch(s) where the Customer's traffic originates and terminates.

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SECTION 3. SWITCHED ACCESS SERVICE (CONT'D)

3.3 Rate Categories (Cont'd)

3.3.2 Tandem Connect Access (Cont'd)

(A) Tandem Switched Transport

Tandem-Switched Transport is composed of the following usage sensitive rate elements:

- The Tandem-Switched Transport- Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.
- The Tandem-Switched Transport- Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis
- The Tandem Switching element includes the access tandem switching associated with Tandem-Switched Transport traffic and is assessed per access minute switched through the tandem.

(B) Common Transport Multiplexing

Common Transport Multiplexing¹ is provided on a usage sensitive basis in conjunction with Tandem-Switched Transport. Switched access facilities are connected to the tandem as DS1 circuits. Multiplexing is required to convert common switched facilities from an operating speed of 44.736 Mbps to an operating speed of 1.544 Mbps.

(C) Common Trunk Port

The Common Trunk Port used by multiple customers provides for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic. The Common Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access. This rate will also be assessed on all minutes of use originating or terminating at a remote switching system (RSS)/remote switching module.

¹ May be referred to as Shared Multiplexing in the mirrored tariff.

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SECTION 3. SWITCHED ACCESS SERVICE (CONT'D)

3.3 Rate Categories (Cont'd)

3.3.3 Direct Connect Access

- (A) The Direct Connect Access rate category establishes the charges related to transmission facilities between the Customer's Premises and the Company's End Office Switch(s) where the Customer's traffic originates and terminates.
- (B) Direct Connect Access services are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 5 of this tariff.

3.3.4 End Office Services

The End Office Services rate category establishes the charges related to the use of End Office Switching equipment, the termination and interconnection in the End Office of End User lines, the terminations of calls at Company Intercept Operators or recordings, Signaling Transfer Point (STP) costs, and SS7 signaling function between the end office and the STP.

(A) End Office Switching

The End Office Switching rate element provides for (1) local end office switching, i.e., the common switching functions associated with the various Switched Access Service arrangements and (2) intercept functions, i.e., the termination of certain calls at a Company intercept operator or recording.

(B) Toll-Free Data Base Access Service

Toll Free Data Base Query Service, offered in conjunction with Toll Free SAC Access Service, performs the Toll Free Customer Identification Function to determine the customer to whom Toll Free calls must be routed. For all 1+Toll Free-NXX-XXXX calls originated by an end user, the Telephone Company will perform the customer identification function using a Telephone Company Toll Free Data Base to screen the dialed ten digits of the Toll Free call to determine the customer selected by the Toll Free subscriber to carry that Toll Free call. If the Toll Free call originates from an end office switch not equipped to provide the customer identification function, the call will be routed to a Telephone Company access tandem switch equipped to provide the customer identification function.

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SECTION 3. SWITCHED ACCESS SERVICE (CONT'D)

3.3 Rate Categories (Cont'd)

3.3.4 End Office Services (Cont'd)

(B) Toll-Free Data Base Access Service (Cont'd)

Once customer identification has been established through Toll Free Data Base Query Service, the Toll Free call will be routed to the selected customer for completion. Basic Toll Free Data Base Queries provide instructions to route 1+Toll Free calls on a simple call turn around basis to one particular customer or to different customers based on the LATA in which the Toll Free call originates. Premium Toll Free Data Base Queries provide instructions to route 1+Toll Free NXX-XXXX calls to:

- Different customers based on time of day, day of week, or based on number of calls allocated by Toll Free subscriber selected percentages.
- Different terminating locations based on time of day, day of week, or based on number of calls allocated by Toll Free subscriber selected percentages.
- Standard seven digit local exchange telephone numbers at the terminating end based on the Toll Free subscriber's specific requirements. The Toll Free subscriber is responsible for arranging the entry of the various routing instructions discussed herein into the Number Administration Service Center's (NASC's) Service Management System (SMS)

(1) Basic and Premium Toll Free Data Base Query Charges

The Toll Free Data Base Access Service Customer Identification Charge applies for the identification of the appropriate Interexchange Carrier Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio. The per query Customer Identification Charge is set forth in Section 4.1.3 (B) and Section 4.1.3 (C), respectively.

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SECTION 3. SWITCHED ACCESS SERVICE (CONT'D)

3.3 Rate Categories (Cont'd)

3.3.4 End Office Services (Cont'd)

(B) Toll-Free Data Base Access Service (Cont'd)

(2) Pay Telephone Compensation

When a Toll-Free number is dialed from a payphone and carried over the Company's facilities to an Interexchange Carrier Customer, the interexchange Carrier Customer, or a successive carrier, may be responsible for compensating the Pay Telephone Service Provider ("PSP") in accordance with the rules prescribed by the Federal Communications Commission ("FCC"). If the Interexchange Carrier Customer is not capable of reporting and/or remitting Pay Telephone Compensation as prescribed by the FCC, it may contract with the Company to provide that service. Unless the Interexchange Carrier requests such service, no Pay Telephone Compensation charge will be assessed by the Company to the Interexchange Carrier.

3.4 Access Ordering

3.4.1 General

- (A) Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- (B) A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

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SECTION 3. SWITCHED ACCESS SERVICE (CONT'D)

3.4 Access Ordering (Cont'd)

3.4.1 General (Cont'd)

- (C) The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:
- (1) Customer name and Premises address(s);
 - (2) Billing name and address, if different from (C)(1) above;
 - (3) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.4.2 Access Service Date Intervals

- (A) Access Service is provided with Standard or Negotiated Intervals.
- (B) The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:
- (1) For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are preexisting facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
 - (2) For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six (6) months

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SECTION 3. SWITCHED ACCESS SERVICE (CONT'D)

3.4 Access Ordering (Cont'd)

3.4.2 Access Service Date Intervals (Cont'd)

the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:

- (a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
 - (b) There is no existing facility connecting the Customer Premises with the Company; or
 - (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
 - (d) The Company determines that Access Service cannot be installed within the Standard Interval.
- (C) All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

3.4.3 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

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SECTION 3. SWITCHED ACCESS SERVICE (CONT'D)

3.5 Special Construction or Special Service Arrangements

3.5.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 5 of this tariff.

3.6 Obligations of the Company

3.6.1 With regard to access services provided by the Company, specific Company responsibilities include, but are not limited to the following:

(A) Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services.

Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

(B) Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two way trunk groups. Finally, the

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SECTION 3. SWITCHED ACCESS SERVICE (CONT'D)

3.6 Obligations of the Company (Cont'd)

3.6.1 (Cont'd)

Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

3.7 Obligations of the Customer

3.7.1 The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

(A) Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable:

(B) Jurisdictional Reports

When a Customer orders Switched Access Service that may be used for both interstate and intrastate traffic, the Customer is responsible for providing reports as set forth in Section 2.9.2, preceding. Charges will be apportioned in accordance with those reports.

(C) On and Off-Hook Supervision

The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

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SECTION 3. SWITCHED ACCESS SERVICE (CONT'D)

3.8 Rate Regulations

3.8.1 General

There are three types of rates and charges that apply to Switched Access Service provided by the Company. These are monthly recurring charges, usage charges, and nonrecurring charges.

3.8.2 Types of Charges

- (A) Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.
- (B) Recurring Charges are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.
- (C) Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

3.8.3 Measurement of Access Minutes

- (A) When recording originating calls over Switched Access Service with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over Switched Access Service ends when the originating Switched Access Service entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch.
- (B) For terminating calls over Switched Access Service with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over Switched Access Service ends when a disconnect signal is received,

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SECTION 3. SWITCHED ACCESS SERVICE (CONT'D)

3.8 Rate Regulations (Cont'd)

3.8.3 Measurement of Access Minutes (Cont'd)

indicating that either the originating or terminating user has disconnected.

- (C) When recording originating calls over Switched Access Service with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first.
- (D) For terminating calls over Switched Access Service with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating Switched Access Service call usage ends when the entry switch receives or sends a release message, whichever occurs first.
- (E) Mileage, where applicable, will be measured in accordance with standard industry practices.
- (F) The Company will use the Multiple Exchange Carrier Access Billing ("MECAB") guidelines, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., CD ROM). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

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SECTION 3. SWITCHED ACCESS SERVICE (CONT'D)

3.8 Rate Regulations (Cont'd)

3.8.4 Moves

- (A) A move of services involves a change in the physical location of one of the following:
- (1) The point of termination at the Customer's Premises, or
 - (2) The Customer's Premises
- (B) The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:
- (1) Moves Within the Same Building
When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.
 - (2) Moves to a Different Building
Moves to a different building will be treated as discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

3.8.5 Installation of Optional Features

- (A) If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.
- (B) For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge
-

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SECTION 3. SWITCHED ACCESS SERVICE (CONT'D)

3.8 Rate Regulations (Cont'd)

3.8.5 Installation of Optional Features (Cont'd)

equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

3.8.6 Service Rearrangements

- (A) Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's End User's premises. Changes, which result in the establishment of new minimum period obligations, are treated as disconnects and starts.
- (B) The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- (C) Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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SECTION 4. RATES AND CHARGES

4.1 Rates and Charges

Unless otherwise specified, all charges shown apply to Switched Access Services provided on a Tandem Connect or Direct Connect basis.

4.1.1 Tandem Connect Access

1. Tandem Switched Transport

A. Tandem Switched Transport – Termination
– Per Access Minute, per Termination

AT&T-Ohio Area	See Note ²	(N)
CenturyLink Area	See Note ³	(N)
Frontier North Area		(T)
Zone 1	See Note ⁴	
Zone 2	See Note ⁴	
Zone 3	See Note ⁴	
Windstream Ohio, Inc. Area	See Note ⁵	(N)
Windstream Western Reserve Area	See Note ⁶	(N)

Certain material formerly found on this page now appears on Original Page 55.1.

² Company's rates mirror AT&T (Ohio Bell) "Access Service Tariff" PUCO NO. 20 (which unless otherwise stated, adopted and concurs in Ameritech Operating Companies' Tariff F.C.C. NO.2). Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges.

³ Company's rates mirror CenturyLink "Access Service Tariff" PUCO NO. 2 (which unless otherwise stated, adopted and concurs in CenturyLink Operating Companies' Tariff F.C.C. NO.1). Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges.

⁴ Company's rates mirror Frontier North "Facilities for Intrastate Access Tariff" PUCO NO. 2 (which unless otherwise stated, adopted and concurs in Verizon Telephone Companies Tariff F.C.C. NO. 14). Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges.

⁵ Company's rates mirror Windstream Ohio, Inc. Access Service Tariff PUCO NO. 1, which unless otherwise stated, adopted and concurs in Windstream Telephone Systems Access Service Tariff F.C.C. NO. 6. Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges

⁶ Company's rates mirror Windstream Western Reserve. Access Service Tariff PUCO NO. 1, which unless otherwise stated, adopted and concurs in Windstream Telephone Systems Access Service Tariff F.C.C. NO. 6. Rates and charges may include usage sensitive rates, flat rates, and nonrecurring charges

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SECTION 4. RATES AND CHARGES

4.1 Rates and Charges (Cont'd)

4.1.1 Tandem Connect Access (Cont'd)

1. Tandem Switched Transport (Cont'd)

B. Tandem Switched Transport –Facility
– Per Access Minute, per Airline Mile

AT&T-Ohio Area	See Note ²	(N)
CenturyLink Area	See Note ³	(N)
Frontier North Area		(T)
Zone 1	See Note ⁴	
Zone 2	See Note ⁴	
Zone 3	See Note ⁴	
Windstream Ohio, Inc. Area	See Note ⁵	(N)
Windstream Western Reserve Area	See Note ⁶	(N)

C. Tandem Switching
– Per Access Minute

AT&T-Ohio Area	See Note ²	(N)
CenturyLink Area	See Note ³	(N)
Frontier North Area		(T)
Zone 1	See Note ⁴	
Zone 2	See Note ⁴	
Zone 3	See Note ⁴	
Windstream Ohio, Inc. Area	See Note ⁵	(N)
Windstream Western Reserve Area	See Note ⁶	(N)

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SECTION 4. RATES AND CHARGES

4.1 Rates and Charges (Cont'd)

4.1.1 Tandem Connect Access (Cont'd)

1. Tandem Switched Transport (Cont'd)

D. Common Transport Multiplexing
– Per Access Minute

AT&T-Ohio Area	See Note ²	(N)
CenturyLink Area	See Note ³	(N)
Frontier North Area		(T)
Zone 1	See Note ⁴	
Zone 2	See Note ⁴	
Zone 3	See Note ⁴	
Windstream Ohio, Inc. Area	See Note ⁵	(N)
Windstream Western Reserve Area	See Note ⁶	(N)

E. Common Trunk Port
– Per Access Minute

AT&T-Ohio Area	See Note ²	(N)
CenturyLink Area	See Note ³	(N)
Frontier North Area	See Note ⁴	(T)
Windstream Ohio, Inc. Area	See Note ⁵	(N)
Windstream Western Reserve Area	See Note ⁶	(N)

4.1.2 Direct Connect Access

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SECTION 4. RATES AND CHARGES

4.1 Rates and Charges (Cont'd)

4.1.3 End Office Services

(A) End Office Switching

- Per Access Minute

AT&T-Ohio Area	See Note ²	(N)
CenturyLink Area	See Note ³	(N)
Frontier North Area	See Note ⁴	(T)
Windstream Ohio, Inc. Area	See Note ⁵	(N)
Windstream Western Reserve Area	See Note ⁶	(N)

(B) Basic Toll Free Data Base Query

- Per Query Charge

AT&T-Ohio Area	See Note ²	(N)
CenturyLink Area	See Note ³	(N)
Frontier North Area	See Note ⁴	(T)
Windstream Ohio, Inc. Area	See Note ⁵	(N)
Windstream Western Reserve Area	See Note ⁶	(N)

(C) Premium Toll Free Data Base Query

- Per Query Charge

AT&T-Ohio Area	See Note ²	(N)
CenturyLink Area	See Note ³	(N)
Frontier North Area	See Note ⁴	(T)
Windstream Ohio, Inc. Area	See Note ⁵	(N)
Windstream Western Reserve Area	See Note ⁶	(N)

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SECTION 4. RATES AND CHARGES

4.1 Rates and Charges (Cont'd)

4.1.3 End Office Services (Cont'd)

(D) Shared Trunk Port
- Per Access Minute

AT&T-Ohio Area	See Note ²	(N)
CenturyLink Area	See Note ³	(N)
Frontier North Area	See Note ⁴	(T)
Windstream Ohio, Inc. Area	See Note ⁵	(N)
Windstream Western Reserve Area	See Note ⁶	(N)

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SECTION 5. SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

5.1 Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

All contracts will be filed with the Public Utility Commission of Ohio for approval.

5.2 Special Service Arrangements

5.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as ICB, the Company will provide, where practical and at its sole discretion, special service arrangements at charges to be determined on an Individual Case Basis. These special services arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

5.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

5.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

5.3 Non-Routine Installation Charges

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, or night hours, additional charges may apply.

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SECTION 5. SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

5.3 Non-Routine Installation Charges (Cont'd)

Any non-routine installations charges will be charged pursuant to a written contract, which will be filed with the P.U.C.O for approval.

5.4 Special Construction Charges

5.4.1 General

(A) Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:

- (1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (2) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (3) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (4) in a quantity greater than that which the Company would normally construct;
- (5) on an expedited basis;
- (6) on a temporary basis until permanent facilities are available;
- (7) involving abnormal costs;
- (8) in advance of its normal construction; or
- (9) when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

(B) Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.

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SECTION 5. SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

5.4 Special Construction Charges (Cont'd)

5.4.1 General (Cont'd)

- (C) Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

(1) Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- (a) Nonrecurring charges;
- (b) Recurring charges;
- (c) Termination liabilities; or
- (d) Combinations of (a), (b) and (c)

(2) Basis for Cost Computation

The costs referred to in 5.4.1(C)(1) preceding may include one or more of the following items to the extent they are applicable:

- (a) Costs to install the facilities to be provided including estimated cost for the rearrangements of existing facilities. These costs include:
 - Equipment and materials provided or used;
 - Engineering, labor and supervision;
 - Transportation; and
 - Rights of way and/or any required easements.
- (b) Cost of maintenance;
- (c) Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

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SECTION 5. SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

5.4 Special Construction Charges (Cont'd)

5.4.1 General (Cont'd)

(C)(2) Basis for Cost Computation (Cont'd)

- (d) Administrative expenses, taxes on the basis of reasonable average cost for these items;
- (e) License preparation, processing and related fees
- (f) Any other identifiable costs related to the facilities provided; or
- (g) An amount for return and contingencies.

(3) Termination of Liability

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

- (a) The period on which the termination liability is based shall be the full term of the contract between the Company and the Customer.
- (b) The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - (i) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (1) Equipment and materials provided or used;
 - (2) Engineering, labor and supervision;
 - (3) Transportation; and
 - (4) Rights of way and/or any required easements.
 - (ii) License preparation, processing and related fees;
 - (iii) Cost of removal and restoration, where appropriate; and

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SECTION 5. SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

5.4 Special Construction Charges (Cont'd)

5.4.1 General (Cont'd)

(C)(3) Termination of Liability (Cont'd)

(iv) Any other identifiable costs related to the specially constructed or rearranged facilities.

(c) The termination liability method for calculation the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 5.4.1(C)(2) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 5.4.1(C)(2) preceding shall be adjusted to reflect the re-determined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect Applicable taxes.

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