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

This Tariff describes the Company's Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

[www.matrixbt.com](http://www.matrixbt.com)

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Issued: May 5, 2016

Effective: June 6, 2016

Issued by:

Robert Beaty  
Chief Executive Officer  
433 E. Las Colinas Blvd., Suite 500  
Irving, Texas 75039

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**CHECK SHEET**

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

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Title	1 <sup>st</sup> Rev.	*	31	Original	61	Original
1	6 <sup>th</sup> Rev.	*	32	Original	62	Original
2	4 <sup>th</sup> Rev.		33	Original	63	Original
3	1 <sup>st</sup> Rev.		34	Original	64	Original
4	Original		35	Original	65	Original
5	Original		36	Original	66	Original
6	Original		37	Original	67	Original
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9	Original		40	Original	70	Original
10	Original		41	Original	71	Original
11	Original		42	Original	72	Original
12	Original		43	1 <sup>st</sup> Rev.	73	Original
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18	Original		49	1 <sup>st</sup> Rev.	79	Original
19	Original		50	1 <sup>st</sup> Rev.	80	Original
20	Original		51	1 <sup>st</sup> Rev.	81	Original
21	Original		52	1 <sup>st</sup> Rev.	82	Original
22	Original		53	1 <sup>st</sup> Rev.	83	Original
23	Original		54	Original	84	Original
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26	Original		57	Original	87	Original
27	Original		58	Original	88	Original
28	Original		59	Original	89	Original
29	Original		60	Original	90	Original
30	Original					

\* - indicates those pages included with this filing

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**CHECK SHEET, (CONT'D.)**

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101	1 <sup>st</sup> Rev.				
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105	Original				
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109	Original				
110	Original				
111	1 <sup>st</sup> Rev.	*			
112	2 <sup>nd</sup> Rev.	*			

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Vice President and General Counsel  
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*OHI0901*

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### APPLICATION OF TARIFF

This tariff filed by the Company describes the Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901: 1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

[www.matrixbt.com](http://www.matrixbt.com)

Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

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

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**EXPLANATION OF SYMBOLS**

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

- C** - To indicate changed regulation.
- D** - To indicate discontinued rate or regulation
- I** - To indicate increased rate.
- M** - To indicate a move in the location of text.
- N** - To indicate new rate or regulation.
- R** - To indicate reduced rate.
- T** - To indicate a change in text.

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### TARIFF FORMAT

- A. Page Numbering: Each page is numbered at the upper right corner of the page. Pages are numbered sequentially. New pages are occasionally added to the Tariff between pages already in effect. In this case the new page number appears with a decimal added.
- B. Page Revision Numbers: Revision numbers also appear in the upper right corner of each page where applicable. These numbers are used to indicate the most current page version on file with the Commission. Consult the Check Sheet for the pages currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets: When a Tariff filing is made with the Commission, an updated Check Sheet will accompany the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross-reference to the current Revision Number. When new pages are added, the Check Sheet is changed to reflect that revision. All revisions made in a given filing are designated by an asterisk (\*). The Tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on Commission file.

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## **SECTION 1 - EXPLANATION OF TERMS**

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

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

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

**Attendant:** An operator of a PBX console or telephone switchboard.

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

**Business Customer:** All customers not meeting definition of a residential customer.

**Call Initiation:** The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

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

**Central Office:** An operating office of the incumbent local exchange company where connections are made between telephone exchange lines.

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

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

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

**Exchange Access Line:** A central office line furnished for direct or indirect access to the exchange system.

**Final Account:** A customer's outstanding charges still owed to the Company.

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**SECTION 1 - EXPLANATION OF TERMS, (CONT'D.)**

**Hunting:** A line feature which routes a call to an idle line in a prearranged group when the called telephone number is busy.

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

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

**LATA:** The local access and transport areas as defined in United States v. American Telephone and Telegraph Co., 569 F. Supp. 990 (D.D.C. 1983)

**Local Call:** A call which is not rated as a long distance call.

**Local Calling Area:** A geographic area encompassing 1 or more local communities as described in maps, Tariffs, or rate schedules filed and approved by the commission.

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

**Local Exchange Service:** The provision of an access line and usage within a local calling area for the transmission of high-quality 2-way interactive switched voice or data communication.

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

**PBX:** A private branch exchange.

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

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

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

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**SECTION 1 - EXPLANATION OF TERMS, (CONT'D.)**

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

**Residential Customer:** A person to whom telecommunication services are furnished predominantly for personal or domestic purposes at the person's dwelling.

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

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

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

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

**Telecommunications Relay Service (TRS):** Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls. See Section 1.21 for more details.

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

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

**Toll Blocking:** Allows end users to block direct-dialed long distance calls from their telephones.

**Toll Service:** The transmission of 2-way interactive switched communication between local calling areas. Toll service does not include individually negotiated contracts for similar telecommunication services or wide area telecommunication service.

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

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## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to provide the services in this Tariff on the terms and conditions and at the rates and charges set forth herein.
- 2.1.2 The Company is responsible under this Tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity. Customers may use services provided under this Tariff to obtain access to services offered by other service providers.
- 2.1.3 The Company will provide a toll-free number giving Customers access to service personnel during regular business hours.
- 2.1.4 The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

### 2.2 Terms and Conditions

- 2.2.1 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. The Customer will be required to execute any other documents as may be reasonably requested by the Company.
- 2.2.2 Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified at the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current Tariffed, month to month rates, unless terminated by the Customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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## SECTION 2 - REGULATIONS

### 2.2 Terms and Conditions, (Cont'd.)

- 2.2.3 This Tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
- 2.2.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.2.5 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.
- 2.2.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
- 2.2.7 In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.
- 2.2.8 Customer shall not connect any equipment to the Company's network or lines, except with at least ten (10) days prior written notice to the Company.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.3 Notification of Service Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible. All outage credits will be in accordance with OAC 4901.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.4 Provision of Service**

- 2.4.1** The Company will make reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff and will do so in accordance with OAC 4901.
- 2.4.2** The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.
- 2.4.3** The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.4.4** Customer shall not connect any equipment to the telecommunication system owned or managed by the Company except upon ten (10) days' prior written notice to the Company. Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.4 Provision of Service, (Cont'd.)**

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

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

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

**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.5 Liability of the Company**

- 2.5.1** The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents. In addition, all or a portion of the service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.5.2** The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. The Company' liability, if any, with regard to delayed installation of the Company facilities or commencement of service, shall not exceed \$1,000 in accordance with OAC 4901. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of Section 2.7, the Company's liability, if any, shall be limited as provided herein.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

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

**2.5.3** The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:

- A.** claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
- B.** claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
- C.** claims for loss of profit; or
- D.** all other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.

**2.5.4** The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, civil commissions, and preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's control.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

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

- 2.5.5** The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's exchange access lines. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.4 and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.
- 2.5.6** The Company shall not be liable for any action, such as blocking or shutting off service by the Company or the underlying carrier of all traffic to or from certain NPA-NXX's, certain countries, cities, or individual telephone stations for any service offered under this Tariff in order to control fraud or non-payment. For Customers, service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.5.7** The failure to give notice of default, to enforce or insist upon compliance with any of the terms and conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer will not constitute the permanent waiver of any term or condition herein. Each of the provisions herein will remain at all time in full force and effect until modified in writing.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

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

**2.5.8 With Respect to Directory Listings**

**A.** In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. In accordance with OAC 4901.

**B.** An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

**1.** In the event the local service provider omits a subscriber's listing from the white pages of the telephone directory or lists an incorrect telephone number, the company shall issue the subscriber a credit for the equivalent of not less than three months' regulated local service charges. Such credit shall not apply in cases where the subscriber has provided such listing information after the deadline for directory publication. The subscriber shall be given the option of taking the credit or pursuing other remedies.

**2.** When a subscriber notifies a local or toll operator that the subscriber has reached a wrong number, been accidentally disconnected, or experienced a call with poor transmission quality, the subscriber shall be given appropriate credit for that call.

**3.** In the event of an error in a directory-listed telephone number and the incorrect number is already assigned to a subscriber, that subscriber shall be offered a new telephone number free of charge.

**2.5.9** Inclusion of early termination liability by the Company in its pricing guide 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.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.6 Directory Listings**

- 2.6.1** The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 2.5.1 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- 2.6.2** Upon termination of service for non-payment, the listed directory number of Customer will be retained by the Company until such time as Customer's outstanding obligations to the Company have been paid, including any estimated final charges.
- 2.6.3** When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.
- 2.6.4** In conjunction with a nonpublished telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of such telephone number, but will not be liable should such number be divulged.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.7 Interruptions in Service**

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

**2.7.1 Temporary Suspension for Repairs**

The Company's underlying provider shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service in accordance with OAC 4901.

**2.7.2 Credit Allowance for Interruptions**

The local service provider shall make an adjustment to a subscriber's bill in accordance with section 2.7.3 whenever a subscriber's service is interrupted and remains out of service for more than twenty-four consecutive hours after being reported to the local service provider or after being found by the local service provider to be out of service. The length of the service interruption must be computed on a continuous basis, Saturdays, Sundays, and holidays included. This rule does not apply if the out-of-service condition:

- A.** Occurs as a result of a negligent or willful act on the part of the subscriber;
- B.** Occurs as a result of a malfunction of subscriber-owned telephone equipment or inside wire;

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.7 Interruptions in Service, (Cont'd.)**

**2.7.2 Credit Allowance for Interruptions, (Cont'd.)**

- C. Occurs as a result of a military action, war, insurrection, riot, or strike; or
- D. Cannot be repaired due to the subscriber missing a repair appointment.

**2.7.3 Limitations on Credit Allowances**

If an out-of-service condition exceeds twenty-four hours but is less than forty-eight hours, the local service provider shall credit the subscriber's bill for at least the pro rata portion of the monthly charge(s) for all regulated local services rendered inoperative during the interruption. Credit for out-of-service conditions lasting longer shall be provided as follows:

- A. The local service provider shall provide a subscriber who experiences an out-of-service condition of forty-eight hours but less than seventy-two hours a credit equal to at least one-third of one month's charges for any regulated local services rendered inoperative.
- B. The local service provider shall provide a subscriber who experiences an out-of-service condition of seventy-two hours but less than ninety-six hours a credit equal to at least two-thirds of one month's charges for any regulated local services rendered inoperative.
- C. The local service provider shall provide a subscriber who experiences an out-of-service condition of at least ninety-six hours a credit equal to at least one month's charges for any regulated local services rendered inoperative.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.8 Obligations of the Customer**

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this Tariff;
- B. 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 services.

**2.8.1 Claims**

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

- A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.8 Obligations of the Customer, (Cont'd.)**

**2.8.2 Station Equipment**

The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 2.7.2 is not applicable.

**2.8.3 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or the equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.
- B.** Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communication carriers which are applicable to such connections.
- C.** Services furnished under this Tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this Tariff.
- D.** Customer shall not connect any equipment to the Company's network or lines, except with at least ten (10) days prior written notice to the Company.

**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.8 Obligations of the Customer, (Cont'd.)**

**2.8.4 Inspections**

- A.** Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in Section 2.8.2 for the installation, operation, and maintenance of Customer-provided facilities. No credit will be allowed for any interruptions occurring during such inspections.
- B.** If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.9 Payment Arrangements**

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

The Company will not refund an overpayment by a Customer unless the claim for such overpayment and appropriate evidence is submitted.

**2.9.1 Establishment of Credit**

- A.** Company may require service applicants to establish financial responsibility as a condition precedent to establishing service. Both may rely on pertinent information obtained from credit reporting bureaus in determining whether creditworthiness need be established. However, a service applicant cannot be denied service, on creditworthiness grounds, unless the service applicant has been provided an opportunity to establish financial responsibility through every means available for doing so in accordance to OAC 4901.
- B.** Company will inform the service applicant of all options available for meeting that requirement in accordance with OAC 4901.
- C.** Paying a deposit in accordance with Section 2.9.2 of this Tariff may be required. Except where unpaid debt for regulated service is already owed by the service applicant to the Company. Where unpaid debt for regulated service is owed, the company may require the applicant to pay such debt pursuant to OAC 4901.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.9 Payment Arrangements, (Cont'd.)**

**2.9.2 Advance Payments and Deposits**

- A.** The Company has adopted the uniform statewide deposit amount method in accordance with OAC 4901. This method involves calculating uniform statewide average deposit amounts for each of four categories of service: residence local exchange service, residence toll service, nonresidence local exchange service, and nonresidence toll service.
- B.** Under this method, Company shall develop and may apply a Tariffed, single, company-specific, statewide deposit amount for residence local service accounts and/or a Tariffed, single, company-specific statewide deposit amount for nonresidence local service accounts.
- C.** The amount of the deposit may not exceed two hundred and thirty per cent of the statewide average bill amount for the class and type of service involved, based on a study of all the provider's customers in the state of Ohio.
- D.** A subscriber who is assessed a deposit based on the service provider's statewide average deposit amount may, at any time after the first three months of service and up to the end of the first full year of service, upon request, receive credit on his or her bill for the difference between the amount of the deposit actually paid and an amount equal to two hundred and thirty per cent of the subscriber's actual monthly average total bill for the type of service on which the deposit was based (where the actual monthly average is based on the subscriber's average actual monthly usage of that service, dating from the time of the assessment of the statewide deposit to the point at which the request for credit is made). Any amount so credited shall thereafter no longer accrue interest to be refunded with the deposit and, thereafter, be considered as deducted from the amount of the deposit which, along with interest accrued, must be refunded pursuant to OAC 4901.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.9 Payment Arrangements, (Cont'd.)**

**2.9.3 Refund of Deposits**

- A. After discontinuing service, the Company shall promptly apply the customer's deposit, including any accrued interest, to the final bill. The Company shall promptly refund to the customer any deposit, plus any accrued interest, remaining. A transfer of service from one customer location to another within the service area of the utility does not prompt a refund of the deposit.
- B. The Company shall review each account holding a deposit every twelve months and promptly refund the deposit, plus any accrued interest, if the account meets the following criteria:
  - 1. The customer has paid his/her bills for service for twelve consecutive months without having had service disconnected for nonpayment.
  - 2. The customer has not had more than two occasions on which his/her bill was not paid by the due date.
  - 3. The customer is not then delinquent in the payment of his/her bills.
- C. The Company shall promptly return the deposit, plus any accrued interest, upon the customer's request at any time the customer's credit has been otherwise established or reestablished, in accordance with OAC 4901.

**2.9.4 Interest to Be Paid on Deposits**

Interest will accrue at a rate of at least three per cent per annum per deposit held for one hundred eighty days or longer. Interest shall be paid to the customer when the deposit is refunded or deducted from the customer's final bill. Company shall not be required to pay interest on a deposit it holds for less than one hundred eighty days. Company shall not pay additional interest on a deposit after discontinuance of service, if Company has made a reasonable effort to refund the deposit.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.9 Payment Arrangements, (Cont'd.)**

**2.9.5 Bills and Collection of Charges**

- A.** Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
- B.** All service, installation charges and non-recurring charges can be spread into three monthly payments at Customers request.
- C.** The Company shall present bills for recurring charges monthly to the Customer, in advance of the month which service is provided.
- D.** The Customer is responsible for the payment of charges for all Services furnished, including but not limited to, all call originated or accepted at Customer's service location regardless of the Carrier providing service.
- E.** For new customers or existing customers whose service is disconnected, 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 days.
- F.** A subscriber's bill shall not be due earlier than fourteen days from the date of the postmark on the bill. If the bill is not paid by the due date, it then becomes past due.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.9 Payment Arrangements, (Cont'd.)**

**2.9.5 Bills and Collection of Charges, (Cont'd.)**

- G.** Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 1.5%, or lower if required by law, per month shall apply to amounts shown on a monthly bill which remain after the due date. The late payment charge does not apply to any taxes the Company is required by law to levy on a customer. In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for payment of all such fees and expenses reasonably incurred.
- H.** If Customer chooses to place information services provider (ISP) calls or receives calls via a non-Matrix affiliated carrier, customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company or its affiliates.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.9 Payment Arrangements, (Cont'd.)**

**2.9.6 Disputed Bills**

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

Service Monitoring and Enforcement Department  
Public Utility Commission of Ohio  
180 East Broad Street, Tenth Floor  
Columbus, Ohio 43215-3793  
Toll Free Telephone: 800-686-7826  
TTY Toll Free Telephone: 800-686-1570

From 8:00 AM to 5:30 PM (EST) weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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

Toll Free Telephone: 877-742-5622

From 8:00 AM to 5:00 PM (EST) weekdays or at [www.pickocc.org](http://www.pickocc.org)

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.10 Discontinuance of Services**

Upon any termination of the communication service agreement, the listed directory number of Customer will be returned to Customer only at such time as Customer's outstanding obligations to the Company have been paid in full, including estimated final charges.

**2.10.1 Discontinuance of Service by the Company**

- A. The Company may discontinue or suspend service to Customers upon sending written notice of disconnection, postmarked at least seven days prior to the disconnection of service. The Company shall not disconnect service sooner than fourteen (14) days after the due date without incurring any liability for the following reasons:
1. Upon failure to pay a past due bill owed to the Company for regulated basic local exchange service; or
  2. Upon failure of the Customer to meet the deposit requirements set out in Section 2.9.2 of this Tariff; or
  3. Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
  4. Upon Customer's misuse of the services provided;
  5. Upon refusal of the Customer to furnish information to the Company regarding its past or current use of common carrier communication services, or its planned use of service; or
  6. Upon reason to believe that the Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to discontinuance.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.10 Discontinuance of Services, (Cont'd.)**

**2.10.1 Discontinuance of Service by the Company, (Cont'd.)**

- B.** The Company may discontinue service to Customers immediately and without notice for any of the following reasons without incurring liability:
- 1.** An emergency may threaten the health or safety of a person, or the local service provider's distribution system. If service is disconnected, the company shall act promptly to restore service as soon as possible;
  - 2.** A subscriber's use of telecommunications equipment adversely affects the company's equipment, its service to others, or the safety of the company's employees or subscribers; or
  - 3.** A subscriber tampers with facilities or equipment owned by the Company.

**2.10.2 Discontinuance of Service by the Customer**

- A.** If a Business Customer cancels a service order or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in 1.7), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff, all costs, fees, and expenses incurred in connection with:
- 1.** all non-recurring charges reasonably expended by Company to establish service to Customer, plus
  - 2.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
  - 3.** all recurring charges specified in the applicable service order or Tariff for the balance of the then current term.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.10 Discontinuance of Services, (Cont'd.)**

**2.10.3 Cancellation of Application for Service**

- A. Where, prior to cancellation by 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.
- B. Applications for service may be cancelled prior to the start of service or prior to any special construction. No charges will be imposed except for those specified above.
- C. The special charges described above will be calculated and applied on a case-by-case basis.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.11 Restoral of Service**

- 2.11.1** When Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.
- 2.11.2** After basic local exchange service has been shut off; Company shall restore service in accordance with OAC 4901.
- 2.11.3** Any payments required for service restoration may be made by Customer in any reasonable manner. Payment by personal check may be refused by Company if Customer has tendered payment in this manner and the check has been dishonored during the last 3 (three) years, excluding bank error.
- 2.11.4** Before restoring service, the Company may require 1 (one) or more of the following:
- A.** Receipt by the company or its authorized agent of the full amount in arrears for which service was disconnected, or upon verification by the company that conditions which warranted disconnection of service have been eliminated; or
  - B.** Agreement by the company and the subscriber on a deferred payment plan and a payment, if required, under the plan.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.12 Transfer and Assignments**

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

**2.13 Notices and Communications**

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

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

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

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

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.14 Promotional Offers**

The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made and shall be conducted in accordance with the provisions of state rules and regulations. All promotional offerings shall be limited to ninety days' duration within a calendar period.

**2.15 Individual Case Basis (ICB) Arrangements**

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

**2.16 Customer Service**

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

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## SECTION 2 – REGULATIONS, (CONT'D.)

### 2.17 Classification of Service

The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is a social or domestic nature, service is classified as Residential if installed in a residence.

#### 2.17.1 Business Locations

Business classification will apply to the following:

- A. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments;
- B. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes; and in residence locations where an extension is located at a place where business rates would apply;
- C. In the residence of a practicing physician, dentist, veterinary, surgeon or other medical practitioner who has no business service at other locations;
- D. In any residence location where there is substantial business use of the service, and the customer has no business service elsewhere.

#### 2.17.2 Residential Locations

Residential locations will apply at the following:

- A. In private residences, in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business character are not furnished;
- B. In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner provided that such residence is not part of an office building and provided the Customer has business service at another location.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.18 Application of Boundary Designations**

Boundaries designations may be found on the maps in Section 3 of this Tariff. Each Customer's establishment is considered to be within only one Exchange or Zone service area, except as provided for below. The term "establishment," as used in this Tariff denotes the actual building occupied by the Customer, rather than the property associated with such building.

**2.18.1 Exchange (or Zone of a District Exchange) Boundaries**

- A.** Where the boundary is designated as a road (street or highway), the service area includes both sides of the road when associated general plant facilities of the underlying carrier serving the area are located along one side of the road. A Customer's establishment located on the far side of the boundary road is considered to be within the service area if that establishment has an address on the road and can be served by associated aerial or buried general plant facilities of the underlying carrier, not to exceed 500 feet airline distance, measured from the center of the road, to the nearest point on the Customer's establishment.
- B.** Service will not be extended to Customer's establishment located on the far side of the boundary road under the following circumstances:
  - 1.** Where the Customer's establishment can be served by the underlying carrier's associated general plant facilities provided from the exchange in which the establishment is located, as determined by the underlying carrier;
  - 2.** Where there are associated general plant facilities of the underlying carrier on both sides of the boundary road;
  - 3.** Where the Customer's establishment is part of a complex (trailer park, shopping center, apartment cluster, etc), on the continuous property, a portion of which exceeds the measurement of 300 feet.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.18 Application of Boundary Designations, (Cont'd.)**

**2.18.1 Exchange (or Zone of a District Exchange) Boundaries, (Cont'd.)**

- C.** Where the boundary is designated as the center of the road (street or highway) each side of the road is in a different service area.
- D.** Where the boundary is designated as a river (stream) or railroad, each side of the river or railroad is in a different service area.
- E.** Where the boundary divides a lake, the shore of the lake is in different service areas in accordance with the boundary designation at the shore line.
- F.** Where the boundary is designated as a township section line, or a specified distance from a township section line or from a road, Customers' establishments are served in accordance with their location with respect to such boundary line. When such a line is other than the section line or one-quarter or one-half mile from a section line, the location of the boundary line with respect to the section line or road will be shown in feet or fractional miles on the Tariff map sheet.

**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.19 Telecommunications Relay Service**

Telecommunications Relay Service enables deaf, hard of hearing or speech-impaired persons who use a text telephone or similar device to communicate freely with the hearing population for using the text telephone and vice versa. The Company does not impose any charge to end users for access to Telecommunications Relay Service; however, person using this Service are liable for applicable per call/increment charges.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.20 Service Connection Assistance**

**2.20.1 Regulations**

- A.** Service Connection Assistance is a basic local exchange service offering available to customers who are currently participating in one of the following assistance programs:
1. Home Energy Assistance Programs
  2. Ohio Energy Credits Program
  3. Supplemental Security Income (SSI) under Title XVI of the Social Security Act
  4. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid)
  5. Food Stamps
  6. Federal Public Housing Assistance/ Section 8
- B.** The Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the Customer is receiving benefits from one of the programs identified in Section BI above; identifying the specific program or programs from which the customer receives benefits, and agreeing to notify the Company if the Customer ceases to participate in such program or programs.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.20 Service Connection Assistance**

**2.20. Regulations, (Cont'd.)**

- C.** Customer of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
- D.** Service Connection Assistance is available for all grades of service.
- E.** Service Connection Assistance is available for a single telephone line at the customer's principal place of residence.
- F.** Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household owes money for such services previously provided at customer's current address.
- G.** Service Connection Assistance Customers are not restricted on the optional services in which they may subscribe.

**2.21 Prorating**

All services have a minimum period of one month and are billed one-month in advance. Monthly Recurring Charges are payable in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.

Services that are ordered prior to the beginning of a billing period will be prorated from the order date to the Customer's applicable billing period.

**SECTION 3 - [RESERVED FOR FUTURE USE]**

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**SECTION 3 - [RESERVED FOR FUTURE USE]**

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**SECTION 4 - [RESERVED FOR FUTURE USE]**

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## SECTION 5 - SERVICE AREAS

### 5.1 Exchange Service Areas

The Company provides Local Exchange Services, subject to availability of facilities and equipment, in areas currently served by the following Incumbent Local Exchange Carriers:

AT&T Ohio  
Verizon North

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the Local Exchange Services Tariffs of AT&T Ohio and Verizon North. The Company does not concur in the rates of the ILEC. The Company's rates are set out in this tariff.

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## SECTION 6 – TRINSIC PRODUCTS

### 6.1 Timing of Calls and Rate Calculations

Where applicable, the following rate period and timing parameters apply:

- 6.1.1 Initial Period - The initial period is the length of a call for minimum billing purposes. The initial period varies by rate schedule and is specified in individual product rates sections of this Tariff.
- 6.1.2 Additional Period - The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods vary by rate schedule and are specified in the individual product rates sections of this Tariff.
- 6.1.3 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 6.1.4 Time of day designations are used in this Tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.1 Timing of Calls and Rate Calculations**

**6.1.5 Calculation of Mileage and Rate Bands**

For mileage-sensitive schedules, the distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the rate center or network access point serving the Customer's location and the called/calling station.

Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

$$\sqrt{\frac{(v_1 - v_1)^2 + (h_1 - h_2)^2}{10}}$$

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.2 Basic Services and Rates**

**6.2.1 Call Timing for Usage Sensitive Services**

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

- A.** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B.** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C.** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.2 Basic Services and Rates, (Cont'd.)**

**6.2.2 Network Exchange Bundled Service<sup>1</sup>**

**A. General**

Trinsic offers basic local exchange service only as part of a bundle or package of telecommunications services. All packages include local service and selected custom calling features. The aforementioned services are only available as part of the bundled service offering and are not available on an individual service basis. Customers will be billed directly by the Company.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

**1. Primary Line**

The initial residential local exchange access line per account.

**2. Secondary Line**

The second or additional residential local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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<sup>1</sup> This service can only be purchased in conjunction with unregulated and/or detariffed services.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.2 Basic Services and Rates, (Cont'd.)**

**6.2.2 Network Exchange Bundled Service<sup>1</sup>, (Cont'd.)**

**A. General, (Cont'd.)**

These features are offered subject to availability of suitable facilities. Certain features may not be available with all classes of services.

In the event Trinsic adds custom calling features to its Network Exchange Bundled Services, such features will be available upon the Tariff effective date (where technically feasible) to all new Customers. Existing Customers will be informed of the new features availability but must contact the Company to obtain the new features. Any Service Order Charges, which would normally apply, will be waived.

Network Exchange Bundled Service includes the calling features listed below:

Caller ID - allows a Customer to see a caller's number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

Call Trace - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company for action. The Customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them.

Call Blocking- Call Blocking allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring. The screening list may be edited and revised at Customer's discretion.

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<sup>1</sup> This service can only be purchased in conjunction with unregulated and/or detariffed services.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.2 Basic Services and Rates, (Cont'd.)**

**6.2.2 Network Exchange Bundled Service<sup>1</sup>, (Cont'd.)**

**B. TrinsicHome Unlimited<sup>#</sup>**

This service is for use by residential customers. The company reserves the right to adjust a customer's service upon appropriate customer notification. If it is determined that usage is not consistent with residential voice applications, Customer's service may be toll blocked, requested to utilize another Trinsic service or disconnected.

Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via the trinsic.com web site.

**1. TrinsicHome Unlimited includes the following:**

- a.** Local line and unlimited local calling.
- b.** Primary Line Custom Calling Features Package: Caller ID, Call Blocking, Call Waiting and Call Trace included at no charge.

Secondary Line Custom Calling Features Package: Call Blocking and Call Trace, Call Waiting, Caller ID, may be added for a monthly charge.

**2. Rate and Charges**

Nonrecurring and Monthly Recurring

<sup>#</sup> Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

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<sup>1</sup> This service can only be purchased in conjunction with unregulated and/or detariffed services.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.2 Basic Services and Rates, (Cont'd.)**

**6.2.2 Network Exchange Bundled Service<sup>1</sup>, (Cont'd.)**

**C. Home Connection Unlimited**

This service is for use by Residential Customers for the purpose of individual-to-individual two-way residential voice applications.

Customers may choose to handle payment through a commercial credit card arrangement with a Company-approved credit card company. Customers will be able to access call detail and billing records on-line via the company's web site.

- 1. Home Connection Unlimited includes the following:**
  - a. Local line and unlimited local calling.**
  - b. Features Package: Call Waiting included at no charge on all lines.**
- 2. Rate and Charges**

Nonrecurring and Monthly Recurring

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<sup>1</sup> This service can only be purchased in conjunction with unregulated and/or detariffed services.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.2 Basic Services and Rates, (Cont'd.)**

**6.2.2 Network Exchange Bundled Service<sup>1</sup>, (Cont'd.)**

**D. Home Connection 500**

This service is for use by Residential Customers for the purpose of individual-to-individual two-way residential voice applications.

Customers may choose to handle payment through a commercial credit card arrangement with a Company-approved credit card company. Customers will be able to access call detail and billing records on-line via the company's web site.

1. Home Connection 500 includes the following:
  - a. Local line and unlimited local calling.
  - b. Features Package: Call Waiting included at no charge on all lines.
2. Rate and Charges  
Nonrecurring and Monthly Recurring

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<sup>1</sup> This service can only be purchased in conjunction with unregulated and/or detariffed services.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.2 Basic Services and Rates, (Cont'd.)**

**6.2.3 TrinsicBUSINESS A La Carte**

Trinsic Business A La Carte service is targeted at small business Customers and provides options based on the Customers calling patterns and estimated usage. Customers who subscribe to this service must designate Trinsic as the presubscribed carrier for local calling concurrent with enrollment for this service. TrinsicBusiness A La Carte provides Customers with the option of selecting Trinsic for toll services.

**A. Local Exchange Service**

<b>1.</b>	Local Access Line	
		<u>Maximum</u>
	Local Business Line	
	Monthly Rate	\$75.00
	Service Connection Fee, One-time charge per line <sup>1</sup>	
	Per Line:	\$175.00
<b>2.</b>	Local Exchange Service	
	Local exchange service is billed in one (1) minute increments.	
		<u>Maximum</u>
	Rate Per Minute:	\$0.30

<sup>1</sup> Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Trinsic. The charge will apply if additional lines are transferred to Trinsic after the initial order.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.2 Basic Services and Rates, (Cont'd.)**

**6.2.3 TrinsicBUSINESS A La Carte, (Cont'd.)**

**E. Calling Features**

These features are offered subject to availability of suitable facilities. TrinsicBusiness A La Carte may include the calling features listed below:

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. Customers must actively choose this feature on a line-by-line basis. Call Waiting is not available on lines enabled for Rotary Hunting.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.2 Basic Services and Rates, (Cont'd.)**

**6.2.4 Trinsic Business Plus Service**

Trinsic Business Plus Service is a local exchange service for small business Customers consisting of a local exchange line for a monthly recurring charge and usage rate. Customers may choose a plan where local usage is per minute or per call. Calling features are available with the local exchange service for an additional monthly recurring charge per feature. Hunting may be added at no additional charge if requested by the Customer at the time of the initial service order.

**A. Local Exchange Service**

**1. Local Business Line**

The Per Minute and Per Call Options are available in SBC territory only. The Flat Rate Option is only available in Verizon territory.

<b>a. Per Minute Option</b>	<u>Maximum</u>
Monthly Rate:	\$45.00
Per Minute Rate	\$0.10
<b>b. Per Call Option</b>	
Monthly Rate:	\$45.00
Rate Per Call	\$0.135
<b>c. Flat Rate Option</b>	
Monthly Rate:	\$75.00
Service Connection Fee, one-time charge per line <sup>1</sup>	
Per Line:	\$180.00

<sup>1</sup> Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Trinsic. The charge will apply if additional lines are transferred to Trinsic after the initial order.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates**

**6.3.1 Service Order and Change Charges**

Nonrecurring charges are applicable for the following work functions required to establish exchange service:

**A. Service Order Charges**

Primary Service Connection Charge - applies to requests for initial connection or establishment of telephone service to the Company.

Secondary Service Connection Charge - applies to the second or additional line of a new access line installation and connection and customer requests for an inside move, change or addition to regular service. This charge applies only when the second or additional line is ordered simultaneously with the initial connection for service.

Transfer of Service Charge, Primary Line - applies to the first line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line - applies to the second, or third, etc., line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge - A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.1 Service Order and Change Charges, (Cont'd.)**

**A. Service Order Charges, (Cont'd.)**

Service Order Charge - This charge, applicable to Business Customers only, applies to customer-requested changes in service not covered specifically on other identified non-recurring service order and change charges. This charge is applied in cases where Hunting is added after the initial order is placed.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.1 Service Order and Change Charges, (Cont'd.)**

**B. Change Order Charges**

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Telephone Number Change Order - applies to each telephone number change request/order.

Home Edition Change Charge - applies when a residential Customer requests/orders a change in service from Home Edition- Basic Service to Home Edition- Standard Service or from Home Edition - Standard Service to Home Edition - Basic Service.

**C. Record Change Charges**

A Record Change charge applies when a Customer requests/orders a change to Company records such as adding/changing a name on said Customer's account, changing billing address or contact information, adding/changing the person(s) authorized to make changes on said Customer's account.

**D. Miscellaneous Charges**

Duplicate Invoice - applies each time a Customer requests an additional copy of a current bill or invoice.

Call Detail Report - applies each time a Customer requests local call detail for a given month.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.1 Service Order and Change Charges, (Cont'd.)**

**E. Rates**

	Maximums	
	<u>Residence</u>	<u>Business</u>
Service Order Charges		
Primary Service Connection Charge *	\$110.00	\$130.00
Secondary Service Connection Charge *	\$110.00	\$130.00
Transfer of Service Charge, Primary Line	\$110.00	\$130.00
Transfer of Service Charge, Secondary Line	\$110.00	\$130.00
Technician Dispatch Charge	\$110.00	\$130.00
Change Order Service Charges		
Feature or Feature Pack Change Order	\$50.00	\$55.00
Telephone Number Change Order	\$50.00	\$55.00
Home Edition Change Charge	\$50.00	\$55.00

\* Service Connection charges are listed with the rates for each specific service Tariffed.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.1 Service Order and Change Charges, (Cont'd.)**

**E. Rates, (Cont'd.)**

	Residence		Business	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Record Change	\$1.00	\$25.00	\$1.00	\$30.00
Miscellaneous Charges				
Duplicate Invoice	\$1.00	\$25.00	\$1.00	\$25.00
Call Detail Report	\$1.00	\$25.00	\$1.00	\$25.00

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.2 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	Residence		Business	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Restoration after temporary denial, but prior to completion of order to discontinue service	\$17.00	\$65.00	\$17.00	\$65.00

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.3 Optional Calling Features**

The features in this section are made available to Residential and Business Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

**A. Feature Descriptions**

**Return Call:** Allows a Customer to return the most recent incoming call and, after dialing a code, hear an announcement of the last telephone number that called. If the Customer wishes to return the call right away, voice prompts will instruct the Customer to dial a certain digit and the call will automatically be returned.

**Call Trace:** Allows a Customer to initiate an automatic trace of the last call received. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company. The Customer using Call Trace is required to contact the Company for further action. The Customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.

**Repeat Dialing:** Permits the Customer to redial automatically the last number dialed.

**Three Way Calling -** Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.3 Optional Calling Features, (Cont'd.)**

**A. Feature Descriptions, (Cont'd.)**

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. After the first time, customers requesting per line blocking will pay a nonrecurring charge for each line equipped with per line blocking. Per line blocking will be provided free to law enforcement and domestic violence agencies and individual victims of domestic violence upon request.

**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.3 Optional Calling Features, (Cont'd.)**

**B. Maximum Rates**

FEATURE	Residential	
	<u>Minimum</u>	<u>Maximum</u>
Call Tracing - per successful activation	\$1.25	\$7.00
Repeat Call - per use	\$0.35*	\$1.50*
Return Call - per use	\$0.35*	\$1.50*
Three Way Calling - per use	\$0.35	\$1.50
Caller Identification Blocking, per call	No charge	\$1.50
Caller Identification Blocking, per line**		
Nonrecurring charge	\$8.00	\$35.00
Monthly	\$0.00	\$2.00
	<u>Minimum</u>	<u>Maximum</u>
* Monthly maximum Charge:	\$3.00	\$12.00

\*\* Per Line Caller Identification Blocking will be provided at no charge to Customers with nonpublished telephone numbers and to qualified social service agencies, law enforcement organizations and their certified employees and volunteers and to customer-owned coin operated telephone (COCOT) customers.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.4 Directory Assistance Services**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. There are no call allowances for Directory Assistance.

**A. Basic Local Directory Assistance**

1. The rates specified apply when Customers request company assistance in determining telephone numbers of services located in the same local service area.
2. A maximum of two (2) requested telephone numbers are allowed per call.
3. Directory assistance calls from the following are not subject to rates and regulations specified above.
  - a. Services furnished to hospitals and skilled nursing homes.
  - b. Services furnished to the handicapped as follows:
    1. Impaired persons
      - I. For purposes of this Tariff, the definition of impaired refers to those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.4 Directory Assistance Services, (Cont'd.)**

**A. Basic Local Directory Assistance, (Cont'd.)**

**3. (Cont'd.)**

**b. Services furnished to the handicapped as follows, (Cont'd.)**

**1. Impaired persons, (Cont'd.)**

- II.** Residential impaired customers or impaired members of a customers' household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired may receive a discount off their message toll services rates.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.4 Directory Assistance Services, (Cont'd.)**

**A. Basic Local Directory Assistance, (Cont'd.)**

**3. (Cont'd.)**

**b. Services furnished to the handicapped as follows, (Cont'd.)**

**2. Visual or other physical handicapped**

**I.** One residence service designated by a handicapped person who is unable to use a directory due to a visual or other physical handicap. Such person must make application to the Company for exemption and will be required to provide suitable proof of handicap. Such application shall be established by the following procedures:

A letter to the Company from a professional familiar with the person's visual or physical impairment stating that the person qualifies for the exemption; or

The filling out of a prepared form made available by the Company by a professional familiar with the person's visual or physical impairment.

**II.** Exemption may be extended to one no-residence service, in lieu of a residence service where the handicapped person subscribes only to non-residence service which is located in the residence of said person.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.4 Directory Assistance Services, (Cont'd.)**

**A. Basic Local Directory Assistance, (Cont'd.)**

**3. (Cont'd.)**

**b. Services furnished to the handicapped as follows, (Cont'd.)**

**2. Visual or other physical handicapped, (Cont'd.)**

**III.** In addition to the exemption provided in (1) above, exemption also may be extended to any telephone service used by the handicapped person when he is away from his residence. Such exemption is provided by means of special arrangements which must be made in advance with the Company. This exemption provides for the first 100 calls per month at no charge. Each additional call per month is charged for at the rate set forth in 6.3.7.D.1 following.

**IV.** A visual handicap may be defined as follows:

Visual acuity of 20/60 or worse with best refractive correction with best eye, or

Visual field of 20 degrees or less in diameter.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.4 Directory Assistance Services, (Cont'd.)**

**B. Directory Assistance Call Completion**

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

In addition to the call completion charge, normal existing directory assistance charges will apply and any toll charges for calls completed to telephone numbers outside of the customer's local calling area will also apply.

Only the second provided directory assisted telephone number will be completed if two Directory Assistance requests are made by the customer during the same call.

Hospitals, skilled nursing homes and handicapped persons as specified in this tariff are not subject to the DACC charge.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.4 Directory Assistance Services, (Cont'd.)**

**E. Rates**

For rates, please see Current Price List of this Tariff

**1. Basic Directory Assistance**  
Local Directory Assistance  
Direct dialed  
Via operator

**2. Directory Assistance Call Completion**  
Per completed call

**3. PVA Directory Assistance**  
Per call

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.5 Local Operator Service**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.5 Local Operator Service, (Cont'd.)**

**A. Local and IntraLATA Per Call Service Charges:**

	<u>Minimum</u>	<u>Maximum</u>
Customer Dialed Calling Card - Automated	\$0.25	\$0.50
Operator Assisted Calling Card	\$0.60	\$1.25
Operator Station Collect	\$0.55	\$1.10
Third Party Billed	\$0.75	\$1.50
Person-to-Person	\$1.50	\$3.00

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.6 Busy Line Verification and Line Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption. Verification and emergency interrupt service is offered where facilities permit.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt is furnished where and to the extent that facilities permit. If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

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

**A. Rates**

		Residence
	<u>Min.</u>	<u>Max.</u>
Busy Line Verification, per request	\$0.50	\$5.00
Emergency Interruption	\$0.65	\$10.00

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.7 Directory Listing Service**

**A. General**

1. An alphabetical directory is an alphabetical list of customers, joint users and others for who directory listings are provided. An alphabetical directory may include the listings for one or more exchange areas.
2. There are two groups of listingsB one group of non-residence listings and one group of listings consisting solely of names of individuals.

Non-residence primary listings consisting solely of names of individuals will appear in both groups at not charge.

Non-residence additional listings consisting solely of names of individuals will appear in both groups without charge for the additional appearance.

Special types of additional listings will appear in both groups without charge for the additional appearance under the following conditions:

- a. Alternate listings, provided that they are indented under non-residence primary or regular additional listings that are listings consisting solely of names of individuals; and
- b. all other special types of additional listings, provided that they are listings consisting solely of names of individuals and are indented under non-residence primary or regular additional listings.

Residence primary or additional listings will appear in both groups without charge for the additional appearance, provided that they are indented under non-residence primary or regular additional listings consisting solely of names of individuals.

3. Special prominence or arrangement of names is not permitted nor is the listing of a service, commodity or trade name except when such service, commodity or trade name is a part of the name under which the listed party is doing business.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.7 Directory Listing Service, (Cont'd.)**

**A. General, (Cont'd.)**

4. The Company will refuse a listing which does not constitute a legally authorized or adopted name, or any listing which, in the opinion of the company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is intended for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonable necessary to identify the listed party.
5. The length of any listing is limited by the use of abbreviations, where, in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired thereby. Where more than one line is required to properly list the party, no additional charge is made.
6. Listings are regularly provided in connection with exchange service of all classes, grades and types

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.7 Directory Listing Service, (Cont'd.)**

**B. Listings**

**1. Primary Listing**

- a.** One listing without charge, termed the primary listing, is provided for each call number in connection with exchange service.
- b.** One primary listing is provided for each joint user.
- c.** The primary listing is ordinarily the name of the customer or joint user, or the name under which a business is regularly conducted. Where the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.
- d.** A dual name listing is comprised of a surname, two first names, an address and telephone number. This listing may be provided as the primary listing associated with residence service for two persons who share the same surname and reside at the same address or for a person known by two first names.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.7 Directory Listing Service, (Cont'd.)**

**B. Listings, (Cont'd.)**

**2. Additional Listings**

**a. Non-residence Additional Listings**

1. Non-residence additional listings are listings in addition to the primary listing furnished in connection with non-residence service and may be:

Names of partners or members, if the customer or joint user is a partnership

Names of officers, if the customer or joint user is a corporation

Names or representatives or employees of the customer or joint user

Bona fide names of firms which the customer or joint user owns or controls or is duly authorized to represent

Names of partners participating in resale or shared use of the customer's service or equipment

2. Non-residence additional listings are not permitted in connection with residence service.

**b. Residence Additional Listings**

1. Residence additional listings are listings in addition to the primary listing furnished in connection with residence service and may be the names of members of the customer's family or of other persons residing in the customer's household.

2. Residence additional listings are also permitted in connection with non-residence service which is located in a residence and for permanent guests residing in a transient hotel, motel, or club, and tenants in an apartment house or apartment hotel.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.7 Directory Listing Service, (Cont'd.)**

**B. Listings, (Cont'd.)**

**2. Additional Listings, (Cont'd.)**

**c. Addresses and Telephone Numbers of Additional Listings**  
Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except in the case of alternate listings and listings for systems or services with in-dialing.

**d. Special Types of Additional Listings**

**1. Duplicate Listings**  
Duplicate listings(i.e., listings of nicknames, abbreviated names) are permitted when, in the opinion of the Company, they are not desired to secure a preferential position in the directory or for advertising purposes.

**2. Cross-Reference Listings**

**I. Cross-reference listings cover:**

Names which are commonly spelled in more than one way  
Names of formerly existing business which have been superseded by that of the customer  
Rearrangement of names when such rearrangement is not for the purpose of securing a preferential position in the directly or for advertising purposes.

**II. Cross-reference listings consist of a name, a reference to the primary listing, and, if desire, a telephone number.**

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.7 Directory Listing Service, (Cont'd.)**

**B. Listings, (Cont'd.)**

**2. Additional Listings, (Cont'd.)**

**d. Special Types of Additional Listings, (Cont'd.)**

**3. Alternate Listings**

Listings which refer calling persons to another telephone number at night and on Sundays and holidays, or in case no answer is received on the call to the primary number.

**4. Foreign Listings**

Listings in an alphabetical directory of an exchange other than that in which the listed service is furnished are furnished under the provisions applicable to regular additional listings in the directory

**3. Nonpublished Service**

- a.** Upon receipt of an authorization signed by the customer, in a form satisfactory to the Company, the name of that customer and the telephone number assigned to the service furnished to him will be omitted or deleted from the Company's telephone directories and his telephone number will be omitted or deleted from the Company's information records, subject to the provisions set forth below.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.7 Directory Listing Service, (Cont'd.)**

**B. Listings, (Cont'd.)**

**3. Nonpublished Service, (Cont'd.)**

**b.** The Company will endeavor to prevent the disclosure of the telephone number, but shall not be liable should such number be divulged through inadvertence, or under the following circumstances where the number will be disclosed:

1. Where the nonpublished service customer calls the enhanced universal emergency telephone number (i.e., 911) to the extent that the originating telephone number, address and name associated with the originating number are furnished to the 911 service Public Service Answering Points.
2. Where the nonpublished service customer calls the telephone number of a customer subscribing to Caller ID, without using the Caller Identification Blocking as described in Section 5.5 of this Pricing Guidebook, to the extent that the originating telephone number is displayed on a Caller ID display device.
3. Where the nonpublished service customer is called back by a customer who subscribes to and uses Return Call to return the call to the extent that the originating telephone number is displayed within the call detail section of the Call Return subscriber's billing statement.
4. Where the nonpublished service customer calls another customer, who interprets the phone call as a harassing or threatening call and uses the Call Trace service to have the calling party telephone number and further information referred to the local law enforcement agency.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.3 Miscellaneous Services and Rates, (Cont'd.)**

**6.3.7 Directory Listing Service, (Cont'd.)**

**B. Listings, (Cont'd.)**

**4. Nonlisted Service**

Upon receipt of an authorization signed by the customer, in a form satisfactory to the company, nonlisted service will be provided by the Company. With nonlisted service the customer listing is omitted or deleted from the Company's directories, however, these listings are contained in information records and will be furnished upon request of the calling party.

**5. Toll-Free Directory Listing**

Where available, a listing which references the Toll-Free Number for a Business Customer will be made available. A one-time charge per toll-free number applies to set up this listing.

**6. Straight Line Under Directory Listings**

A business listing where one or more listings are indented under an original listing of the same customer without repetition of the name.

**7. Captions and Subcaption Directory Listings**

Two or more business listings may be placed under a caption consisting of the name of the customer or of any of the parties which the customer is entitled to list together with a designation or title where the name is not indicative of the business or profession. One or more subcaptions may be furnished under a caption, each subcaption consisting of a directive heading which serves to identify two or more listings placed thereunder, where this grouping is necessary for the proper routing of calls.

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SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)

6.3 Miscellaneous Services and Rates, (Cont'd.)

6.3.7 Directory Listing Service, (Cont'd.)

C. Rates and Charges

	Per Month	
	<u>Min.</u>	<u>Max.</u>
Primary Listings	\$0.00	\$0.00
Additional Listings Residence, each	\$0.45	\$2.00
Nonlisted Service Residence	\$0.50	\$2.25
Nonpublished Service Residence	\$0.50	\$2.25
Toll-Free Directory Listings	\$0.50	\$30.00
Straight Line Under Listings Residence	N/A	N/A
Captions and Subcaptions Listings Residence	N/A	N/A

For non-recurring charges associated with a customer-initiated change in a directory listing, see Section 7.7.2.A of this Pricing Guidebook.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.4 Promotional Offerings**

**6.4.1 Special Promotions**

The Company may, from time to time, offer services in this Tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.6 Current Price List, (Cont'd.)**

**6.6.1 Basic Services and Rates, (Cont'd.)**

**B. TrinsicBUSINESS A La Carte**

**1. Local Exchange Service**

**a. Local Access Line**

Local Business Line

Monthly Rate \$26.99

Service Connection Fee, One-time charge per line <sup>1</sup>  
Per Line \$49.99

**b. Local Exchange Service**

Local exchange service is billed in one (1) minute increments.

Rate Per Minute: \$0.015

<sup>1</sup> Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Trinsic. The charge will apply if additional lines are transferred to Trinsic after the initial order.

**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.6 Current Price List, (Cont'd.)**

**6.6.1 Basic Services and Rates, (Cont'd.)**

**C. Trinsic Business Plus Service**

**1. Local Exchange Service**

The Per Minute and Per Call Options are available only in SBC territory.  
The Flat Rate Option is only available in Verizon territory.

**a. Local Business Line**

<b>1.</b>	Per Minute Option	
	Monthly Rate:	\$26.99
	Per Minute Rate	\$0.015
<b>b.</b>	Per Call Option	
	Monthly Rate:	\$26.99
	Rate Per Call	\$0.045
<b>c.</b>	Rate Option	
	Monthly Rate:	\$58.00
	Service Connection Fee, one-time charge per line <sup>1</sup>	
	Per Line:	\$49.99

Customers who sign a one (1) or two (2) year agreement will, based upon contract term and number of access lines, receive a percentage discount on Business Plus local exchange service as noted below. The percentage discount does not apply to FCC line charges.

<u>Lines</u>	<u>Term</u>	
	<u>1 Year</u>	<u>2 Year</u>
200	5%	5%
1000	10%	15%
2000	15%	16%

<sup>1</sup> Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Trinsic. The charge will apply if additional lines are transferred to Trinsic after the initial order.

**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.6 Current Price List, (Cont'd.)**

**6.6.2 Miscellaneous Services and Rates**

**A. Service Order and Change Charges**

	<u>Residence</u>	<u>Business</u>
Service Order Charges		
Primary Service Connection Charge*	#	#
Secondary Service Connection Charge*	#	#
Transfer of Service Charge, Primary Line	\$69.99	\$49.99
Transfer of Service Charge, Secondary Line	\$55.00	\$49.99
Technician Dispatch Charge	\$69.99	\$130.00
Change Order Service Charges		
Feature or Feature Pack Change Order	\$9.99	\$9.99
Telephone Number Change Order	\$9.99	\$9.99
Home Edition Change Charge	\$9.99	N/A
Record Change	No charge	No charge
Miscellaneous Charges		
Duplicate Invoice	\$5.00	\$5.00
Call Detail Report	\$5.00	\$5.00
	<u>Network Wiring Charge</u>	
First 15 min. or fraction thereof	\$25.00	\$25.00
Each add'l. 15 min. or fraction thereof	\$10.00	\$10.00

# Service Connection charges are listed with the rates for each specific service Tariffed.

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SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)

6.6 Current Price List, (Cont'd.)

6.6.2 Miscellaneous Services and Rates, (Cont'd.)

B. Return Check Charge

	<u>Maximum</u>	<u>Current</u>
Per check not honored:	\$50.0	\$25.00

C. Restoration of Service

<u>Residence</u>	<u>Business</u>
\$35.00	\$49.99

D. Optional Calling Features

FEATURE	<u>Residential</u>
Call Tracing - per successful activation	\$3.50
Repeat Call, (*66) - per use	\$0.75*
Return Call, (*69) - per use	\$0.75*
Three Way Calling - per use	\$0.75*
Caller Identification Blocking, per call	No charge
Caller Identification Blocking, per line**	
Nonrecurring charge	\$16.00
Monthly	\$1.00

\* Monthly maximum charge of \$6.00.

\*\* Per Line Caller Identification Blocking will be provided at no charge to qualified social service agencies, law enforcement organizations and their certified employees and volunteers and to customer-owned coin operated telephone (COCOT) customers.

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.6 Current Price List, (Cont'd.)**

**6.6.2 Miscellaneous Services and Rates, (Cont'd.)**

**E. Directory Assistance Services**

	Residential	Business
	<u>Per query</u>	
1. Basic Directory Assistance		
Local Directory Assistance		
Direct dialed	\$0.99	\$0.30
Via operator	\$0.45	\$0.45
2. Directory Assistance Call Completion		
Per completed call	\$0.30	\$0.30
3. National Directory Assistance		
Direct dialed	\$1.25	\$1.25

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.6 Current Price List, (Cont'd.)**

**6.6.2 Miscellaneous Services and Rates, (Cont'd.)**

**F. Local Operator Service**

Usage Charges

Usage charges will be billed at the rate in effect for the presubscribed service purchased by the Customer.

Local and IntraLATA Per Call Service Charges:

Customer Dialed Calling Card - Automated	\$0.50
Operator Assisted Calling Card	\$1.25
Operator Station Collect	\$1.10
Third Party Billed	\$1.50
Person-to-Person	\$3.00

**G. Busy Line Verification and Line Interrupt Service**

	<u>Residence</u>	<u>Business</u>
Busy Line Verification, per request	\$2.25	\$2.25
Emergency Interruption	\$3.00	\$3.00

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**SECTION 6 – TRINSIC PRODUCTS, (CONT'D.)**

**6.6 Current Price List, (Cont'd.)**

**6.6.2 Miscellaneous Services and Rates, (Cont'd.)**

**H. Directory Listing Service**

	<u>Per Month</u>
Primary Listings	\$0.00
Additional Listings Residence, each	\$2.20
Nonlisted Service Residence	\$2.00
Nonpublished Service Residence	\$2.20
Toll-Free Directory Listings Residence	N/A
Straight Line Under Listings Residence	n/a
Captions and Subcaptions Listings Residence	n/a

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**SECTION 7 - TRINSIC GRANDFATHERED SERVICES DESCRIPTIONS**

**7.1 Ohio Home Edition - Standard Service <sup>1\*\*</sup>**

**7.1.1 Ohio Home Edition - Standard Service includes the following:**

- A. Unlimited Local Exchange calling.
- B. Primary Line Custom Calling Features Package: Caller ID included at no charge.  
  
Secondary Line Custom Calling Features Package: (Call Waiting, Caller ID, Three-Way Calling and Speed Calling) may be added for a monthly charge.
- C. [Reserved for Future Use]

(D)  
(D)

**\*\*** *This option grandfathered effective June 8, 2002 and is available to existing customers only.*

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<sup>1</sup> This service can only be purchased in conjunction with unreulagted and/or detariffed services.

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**SECTION 7 - TRINSIC GRANDFATHERED SERVICES DESCRIPTIONS, (CONT'D.)**

**7.2 Trinsic Complete Local\*\***

Trinsic Complete Local provides only residential Local Exchange Service, which includes unlimited local calling at no additional charge. The Customer may presubscribe to the long distance provider of their choice.

Rates and Charges

Per line, per month	<u>Maximum</u> \$80.00*
Primary Service Connection Charge, per line	\$150.00
Secondary Service Connection Charge, per line	\$125.00

\*\* This service grandfathered effective February 1, 2006 and is available to existing Customers only.

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**SECTION 7 - TRINSIC GRANDFATHERED SERVICES DESCRIPTIONS, (CONT'D.)**

**7.3 Trinsic Complete Residential**

**7.3.1 Trinsic Complete Plus<sup>1\*\*</sup>**

**A. Description**

Trinsic Complete Plus is available to customers whose primary Local Exchange Service line is provided under any Trinsic Complete bundled offerings. Customers may subscribe to up to two additional lines under this offering.

Should a customer discontinue primary Local Exchange Service, the remaining Second Line will automatically convert to a primary line with all features and functionality of such, and at the rate formerly in effect for the primary line.

Trinsic Complete Plus includes the following:

1. Local Exchange Service with unlimited local calling;

\*\* This service grandfathered effective February 1, 2006 and is available to existing Customers only.

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<sup>1</sup> This service can only be purchased in conjunction with unreulagted and/or detariffed services.

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**SECTION 7 - TRINSIC GRANDFATHERED SERVICES DESCRIPTIONS, (CONT'D.)**

**7.3 Trinsic Complete Residential, (Cont'd.)**

**7.3.2 Trinsic Complete Nation <sup>1\*\*</sup>**

**A. Description**

Trinsic Complete Nation includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Call Waiting

**7.3.3 Trinsic Complete Nation II<sup>2\*\*</sup>**

**A. Description**

Trinsic Complete Nation II includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Call Waiting.

\*\* This service grandfathered effective February 1, 2006 and is available to existing customers only.

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<sup>1</sup> This service can only be purchased in conjunction with unreulagted and/or detariffed services.

<sup>2</sup> This service can only be purchased in conjunction with unreulagted and/or detariffed services.

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**SECTION 7 - TRINSIC GRANDFATHERED SERVICES DESCRIPTIONS, (CONT'D.)**

**7.3 Trinsic Complete Residential, (Cont'd.)**

**7.3.4 Trinsic Complete 250<sup>1\*\*</sup>**

**A. Description**

Trinsic Complete 250 includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Call Waiting.

**7.3.5 Trinsic Complete 50<sup>2\*\*</sup>**

**A. Description**

Trinsic Complete 50 includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Call Waiting

**\*\*** This service grandfathered effective February 1, 2006 and is available to existing customers only.

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<sup>1</sup> This service can only be purchased in conjunction with unreulagted and/or detariffed services.

<sup>2</sup> This service can only be purchased in conjunction with unreulagted and/or detariffed services.

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**SECTION 7 - TRINSIC GRANDFATHERED SERVICES DESCRIPTIONS, (CONT'D.)**

**7.4 Network Exchange Bundled Service**

**7.4.1 Basic Service WA<sup>#</sup>**

Basic Service WA provides a basic residential local exchange line with calling features (Caller ID and Call Waiting) for outbound calling.

**A. Basic Service includes the following:**

Local line and unlimited local calling

**B. Additional Calling Features**

Custom Calling Features Package: An optional Feature Pack to include Caller ID and Call Waiting may be purchased for the Secondary Line at an additional monthly charge.

**C. Rate and Charges**

Nonrecurring and Monthly Recurring

<sup>#</sup> Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

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**SECTION 7 - TRINSIC GRANDFATHERED SERVICES DESCRIPTIONS, (CONT'D.)**

**7.4 Network Exchange Bundled Service, (Cont'd.)**

**7.4.2 TrinsicHome Select\*\*#**

**A.** TrinsicHome Select includes the following:

- 1.** Local line and unlimited local calling.
- 2.** Primary Line Custom Calling Features Package: Caller ID, Call Blocking, Call Waiting and Call Trace included at no charge.  
  
Secondary Line Custom Calling Features Package: Call Blocking and Call Trace, Call Waiting, Caller ID may be added for a monthly charge.

**B.** Rate and Charges

Nonrecurring and Monthly Recurring

\*\* *This option grandfathered effective October 27, 2003 and is available to existing customers only*

# Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

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**SECTION 7 - TRINSIC GRANDFATHERED SERVICES DESCRIPTIONS, (CONT'D.)**

**7.4 Network Exchange Bundled Service, (Cont'd.)**

**7.4.3 TrinsicHOME Basic Service with PVA<sup>#</sup>**

TrinsicHome Basic Service with PVA provides a basic residential local exchange line with Call Waiting for outbound calling.

- A.** Basic Service includes the following:
  - 1.** Local line and unlimited local calling
  - 2.** Call Waiting
- B.** Custom Calling Features Package: An optional Feature Pack to include Caller ID may be purchased at an additional monthly charge. This Feature Package may be added to the Primary and Additional line.
- C.** Rate and Charges
  - Nonrecurring and Monthly Recurring

<sup>#</sup> Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

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**SECTION 7 - TRINSIC GRANDFATHERED SERVICES DESCRIPTIONS, (CONT'D.)**

**7.4 Network Exchange Bundled Service, (Cont'd.)**

**7.4.4 TrinsicHOME Select with PVA<sup>#</sup>**

Select Service with PVA provides a basic residential local exchange line with four Custom Calling Features.

**A.** Select Service includes the following:

- 1.** Local line and unlimited local calling
- 2.** Custom Calling Features: Call Waiting, Caller ID.

**B.** Rate and Charges

Nonrecurring and Monthly Recurring

<sup>#</sup> Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

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**SECTION 7 - TRINSIC GRANDFATHERED SERVICES DESCRIPTIONS, (CONT'D.)**

**7.4 Network Exchange Bundled Service, (Cont'd.)**

**7.4.5 TrinsicHOME 1000 Service #**

This service is for use by residential customers.

Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via the trinsic.com web site.

**A. TrinsicHOME 1000 Service includes the following:**

- 1. Local line and unlimited local calling.**
- 2. Caller ID is included.**

**B. Rate and Charges**

Nonrecurring and Monthly Recurring

# Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

**SECTION 7 - TRINSIC GRANDFATHERED SERVICES DESCRIPTIONS, (CONT'D.)**

**7.5 [Reserved For Future Use]**

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**SECTION 8 - TRINSIC GRANDFATHERED SERVICES PRICE LIST**

8.1 [Reserved for Future Use]

8.2 [Reserved for Future Use]

(D)

(D)

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